

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MINNESOTA**

FAIR ISAAC CORPORATION,

Plaintiff,

v.

FEDERAL INSURANCE COMPANY, and  
ACE AMERICAN INSURANCE COMPANY

Defendants.

Case No. 16-CV-1054(WMW/DTS)

**SECOND SUPPLEMENTAL  
EXPERT REPORT  
OF NEIL J. ZOLTOWSKI  
WITH RESPECT TO DAMAGES**

Respectfully submitted this 13<sup>th</sup> day of May, 2021

A handwritten signature in black ink, appearing to read "Neil J. Zoltowski", with a stylized flourish at the end.

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Neil J. Zoltowski

**CONFIDENTIAL – ATTORNEYS’ EYES ONLY**

**TABLE OF CONTENTS**

I. PRIOR OPINIONS ..... 1

II. BASIS FOR SUPPLEMENTING PRIOR OPINIONS ..... 3

III. SUMMARY OF SUPPLEMENTAL OPINIONS ..... 4

    A. Accused Domestic Infringement – Incorporating Updated CUW Application Data ..... 4

    B. Accused Foreign Unauthorized Use – Incorporating Updated Evolution Application Data  
        ..... 6

    C. Accused Infringement Supporting Sale of Insurance in Foreign Country – Incorporating  
        Updated Evolution Application Data..... 6

**LIST OF SCHEDULES**

<b>Second Supplemental Schedule Number</b>	<b>Description</b>
1.0	Curriculum Vitae of Neil J. Zoltowski
2.0	Documents Considered
8.0	Summary of Defendants' Domestic Gross Written Premium
8.1	Defendants' Domestic Gross Written Premium - Damages Period (March 31, 2016 to December 31, 2016)
8.2	Defendants' Domestic Gross Written Premium - Damages Period (January 1, 2017 to May 2020)
9.0A	Summary of Gross Written Premium – Accused Foreign Unauthorized Use
9.0B	Summary of Gross Written Premium – Accused Infringement Supporting Sale of Insurance in Foreign Country
10.3	Summary of Domestic Gross Written Premium by Application - Defendants, Subsidiaries and Pooling Entities
10.4	Summary of Domestic Gross Written Premium by Application - Defendants Only
10.5	Summary of Domestic Gross Written Premium by Application - Defendants and Subsidiaries
10.6	Summary of Domestic Gross Written Premium by Application - Defendants Pooling Entities Only
11.3A	Summary of Gross Written Premium – Accused Foreign Unauthorized Use by Application
11.3B	Summary of Gross Written Premium – Accused Infringement Supporting Sale of Insurance in Foreign Country by Application
12.0	Consolidated Gross Written Premium Detail

## I. PRIOR OPINIONS

1. I previously submitted the Expert Report of Neil J. Zoltowski with Respect to Damages (“Initial Report”) in this matter on April 19, 2019, and except as reflected herein, my prior opinions have not changed. In my Initial Report, I assessed and quantified the economic damages sustained by FICO and the improper economic benefits realized by the Defendants, assuming the Defendants are found liable for the alleged wrongful acts described in, among other things, FICO’s Second Amended Complaint, including claims for breach of contract and copyright infringement.

2. Specifically, I concluded in my Initial Report that FICO has lost deployment license, development seat license, and support and maintenance fees totaling \$37.4 million from Defendants’ unlicensed and unauthorized use of Blaze Advisor between April 2010 and December 2019. This includes \$16.1 million in fees for Defendants’ unauthorized use of Blaze Advisor in the United States and \$21.3 million for lost fees in Canada, Australia, the United Kingdom, and certain other countries in the European zone.<sup>1</sup> I understand the Court issued an Order on March 23, 2020 excluding my opinions related to these actual damages (i.e., lost license fees) suffered by FICO as a result of Defendants’ wrongful acts.<sup>2</sup>

3. I also concluded in my Initial Report that FICO may be entitled to disgorge Defendants’ profits for written premium generated using Blaze Advisor software totaling \$30.9 billion from Defendants’ unauthorized use, reproduction, and distribution of Blaze Advisor between April 2013 and March 2019. This includes \$28.4 billion of gross written premium generated in the United States and \$2.5 billion of gross written premium generated by certain foreign entities that used Blaze Advisor in Canada, Australia, the United Kingdom, and certain other countries in the European zone.<sup>3</sup>

4. Further, I understand that the Court issued an Order on March 23, 2021, regarding Count II of FICO’s Second Amended Complaint so that FICO’s disgorgement of profits claim for damages can no longer include any profits generated from the sale of insurance outside the United

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<sup>1</sup> See Initial Report at 38-39, par. 110-111 and **Schedule 3.0**.

<sup>2</sup> Order, dated March 23, 2020 at 30-32.

<sup>3</sup> See Initial Report at 38-39, par. 110-111 and **Schedule 3.0**.

States in connection with the use of Blaze Advisor software.<sup>4</sup> Defendants' interrogatory answers report the total use of Blaze Advisor in connection with the sale of insurance by its foreign insurance companies for the entire period of that use – i.e., gross written premium from April 21, 2010<sup>5</sup> to October 2019.<sup>6</sup>

5. Defendants' interrogatory answers also report the total use of Blaze Advisor in connection with the sale of insurance within the United States.<sup>7</sup> The interrogatory answers report the gross written premium for the period after termination of the Agreement (i.e., March 31, 2016) to December 31, 2016, as well as the period January 1, 2017 to end of use.

6. I previously submitted the Reply Expert Report of Neil J. Zoltowski with Respect to Damages ("Reply Report") on May 31, 2019. In my Reply Report, I reviewed, evaluated, and responded to the analyses and opinions set forth by W. Christopher Bakewell, Defendants' damages expert, in his report dated May 17, 2019 ("Bakewell Report"). In my Reply Report, I also reviewed, evaluated, and responded to the analyses and opinions set forth by Steven R. Kursh,

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<sup>4</sup> See, generally, Order, dated March 23, 2021.

<sup>5</sup> I understand that New York law, which governs the SLM Agreement, a six (6) year statute of limitations applies to breach-of-contract claims. Accordingly, I understand six (6) years before the filing date of the Complaint in this matter (i.e., April 21, 2016) is April 21, 2010. (Order, dated March 23, 2021.) I understand that Defendants' interrogatory answers reported use of Blaze Advisor in connection with the sale of insurance by Chubb Insurance Company of Australia, Ltd. starting in 2007. All other foreign insurance companies reported use of Blaze Advisor starting in 2010 or at later date. (Federal Insurance Company's Fourth Supplemental Answer to Plaintiff's Interrogatory No. 18, dated January 21, 2019; Defendants' Seventh Supplemental Answer to Plaintiff's Interrogatory No. 18, dated June 18, 2020; Defendants' Seventh Supplemental Answer to Plaintiff's Interrogatory No. 19, dated September 24, 2020; Defendants' Seventh Supplemental Answer to Plaintiff's Interrogatory No. 20, dated July 17, 2020.)

<sup>6</sup> Federal Insurance Company's Fourth Supplemental Answer to Plaintiff's Interrogatory No. 18, dated January 21, 2019; Defendants' Seventh Supplemental Answer to Plaintiff's Interrogatory No. 18, dated June 18, 2020; Defendants' Seventh Supplemental Answer to Plaintiff's Interrogatory No. 19, dated September 24, 2020; Defendants' Seventh Supplemental Answer to Plaintiff's Interrogatory No. 20, dated July 17, 2020. Defendants identified in its interrogatory responses that the Blaze Advisor component was removed from the applications used in U.K., Canada and Europe by October 2019.

<sup>7</sup> Federal Insurance Company's Fifth Supplemental Answer to Plaintiff's Interrogatory No. 16 and Sixth Supplemental Answer to Plaintiff's Interrogatory No. 17, dated March 21, 2019; Defendants' Eighth Supplemental Answer to Plaintiff's Interrogatory No. 17, dated June 15, 2020; and Defendants' Ninth Supplemental Answer to Plaintiff's Interrogatory No. 17, dated September 24, 2020. Defendants identified in its interrogatory responses that the Blaze Advisor component was removed from the applications used in the United States by May 2020.

Defendants' licensing expert, in his report dated May 17, 2019 ("Kursh Report") that were responsive to my Initial Report.

7. I provided deposition testimony in this case regarding my opinions with respect to damages on June 14, 2019.

8. Additionally, I previously submitted the Supplemental Expert Report of Neil J. Zoltowski with Respect to Damages ("Supplemental Report") in this matter on August 3, 2020, and except as reflected herein, my prior opinions have not changed. In my Supplemental Report, I revised my calculations related to the improper economic benefits realized by the Defendants, assuming the Defendants are found liable for the alleged wrongful acts described in, among other things, FICO's Second Amended Complaint, including claims for breach of contract and copyright infringement. These revisions to my calculations were based on Defendants' supplemental answers to FICO's interrogatories that were submitted in June 2020 and July 2020, which included updated data related to gross written premium for each of the Defendants' companies which utilized the Blaze Advisor software in connection with the sale of insurance.<sup>8</sup>

9. I concluded in my Supplemental Report that FICO may be entitled to disgorge Defendants' profits for written premium generated using Blaze Advisor software totaling \$37.2 billion from Defendants' unauthorized use, reproduction, and distribution of Blaze Advisor.<sup>9</sup> This includes \$35.8 billion of gross written premium generated in the United States and \$1.4 billion of gross written premium generated by certain foreign entities that used Blaze Advisor in Canada, Australia, the United Kingdom, and certain other countries in the European zone.<sup>10</sup>

## **II. BASIS FOR SUPPLEMENTING PRIOR OPINIONS**

10. I received Defendants' supplemental answers to FICO's interrogatories that were submitted on September 24, 2020, which included updated data related to gross written premium for Defendants' (i) Commercial Underwriting Workstation (CUW) in the United States and (ii) the

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<sup>8</sup> Defendants' Eighth Supplemental Answer to Plaintiff's Interrogatory No. 17, dated June 15, 2020; Defendants' Seventh Supplemental Answer to Plaintiff's Interrogatory No. 18, dated June 18, 2020; Defendants' Sixth Supplemental Answer to Plaintiff's Interrogatory No. 19, dated June 17, 2020; Defendants' Seventh Supplemental Answer to Plaintiff's Interrogatory No. 20, dated July 17, 2020.

<sup>9</sup> See **Supplemental Report Schedule 3.0**.

<sup>10</sup> See **Supplemental Report Schedules 3.0, 8.0, and 9.0**.

Evolution application used by the Personal Risk Services (PRS) business unit in Canada, both of which utilized the Blaze Advisor software in connection with the sale of insurance.<sup>11</sup>

11. My work on this matter is on-going. This report summarizes my opinions based on the documents produced and testimony given to date in this matter. If additional information is produced, I may modify or supplement my analyses and opinions.

### **III. SUMMARY OF SUPPLEMENTAL OPINIONS**

12. Based on the additional information described above and produced subsequently to my Initial Report, Reply Report, and Supplemental Report, FICO may be entitled to disgorge Defendants' profits from written premium generated by the use of Blaze Advisor in connection with the sale of insurance in the United States and Canada.<sup>12</sup> My analysis and calculations as outlined in this report also state the extent to which Blaze Advisor was deployed in applications used in connection with the sale of insurance both within the United States, as well as outside the United States.

#### **A. Accused Domestic Infringement – Incorporating Updated CUW Application Data**

13. With regard to the updated data for the CUW platform<sup>13</sup> that was provided in Defendants' Ninth Supplemental Answer to Plaintiff's Interrogatory No. 17, dated September 24, 2020, I understand this supplemental response is an effort by the Defendants' to include only the policies that are renewed through CUW using Blaze Advisor and, as a result, remove prior transactions involving the same policies that purportedly did not use Blaze Advisor in connection with the sale of these prior insurance policies:<sup>14</sup>

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<sup>11</sup> Defendants' Ninth Supplemental Answer to Plaintiff's Interrogatory No. 17, dated September 24, 2020; Defendants' Seventh Supplemental Answer to Plaintiff's Interrogatory No. 19, dated September 24, 2020.

<sup>12</sup> I understand based on the Copyright Act (17 U.S.C. § 504(b)) that: "In establishing the infringer's profits, the copyright owner is required to present proof only of the infringer's gross revenue, and the infringer is required to prove his or her deductible expenses and the elements of profit attributable to factors other than the copyrighted work." As a result, the dollar amounts presented reflect the gross written premium generated through Defendants' allegedly infringing use of Blaze Advisor.

<sup>13</sup> In my Initial Report, I described the CUW platform and its use of Blaze Advisor in its Inventory Management Tool. (See Initial Report at 27-28.)

<sup>14</sup> Defendants' Ninth Supplemental Answer to Plaintiff's Interrogatory No. 17, dated September 24, 2020 at 6, Footnote 1.

This [CUW] financial information includes policies that were brought in under a system that includes policies that are renewed using Blaze, but automatically at the same time includes the prior transaction involving the same policy regardless whether it uses Blaze. Federal has used reasonable efforts to *not* include the prior policy since it results in the financial information having inflated numbers.

14. I understand that FICO has not yet taken the deposition of C. Chase McCarthy, who I understand is Defendants' representative with personal knowledge of the rationale or analysis that justifies the changes between Defendants' Eighth Supplemental Answer to Plaintiff's Interrogatory No. 17, dated June 15, 2020, and Defendants' Ninth Supplemental Answer to Plaintiff's Interrogatory No. 17, dated September 24, 2020.<sup>15</sup>

15. As part of my analysis, I have included a schedule with this report that sets forth my computation of gross written premium based on Defendants' Ninth Supplemental Answer to Plaintiff's Interrogatory No. 17. Between March 31, 2016 and May 2020, Defendants generated gross written premium in the United States totaling \$21.2 billion.<sup>16</sup> (See **Second Supplemental Schedule 8.0.**)

16. Further, as part of my analysis in my Supplemental Report in this matter submitted on August 3, 2020, I included a schedule that sets forth my computation of gross written premium based on the Eighth Supplemental Answer to Plaintiff's Interrogatory No. 17. Between March 31,

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<sup>15</sup> I understand C. Chase McCarthy – IT Lead, North America Commercial Middle Market/Chief Architect, Personal Risk Services – who executed the Verification page for this supplemental response in which he states under oath that: “[H]e is authorized to respond to Plaintiff's Interrogatory No. 17 on behalf of Federal Insurance Company as it relates to the Chubb Commercial Insurance (CCI) business unit; that he has relied on directors, employees, agents, and attorneys to provide information used in formulating the answer to [Interrogatory No. 17]; and that the answer is true and correct to the best of his knowledge.”

<sup>16</sup> I understand that copyright remedies start at the termination date of the SLM Agreement (i.e., March 31, 2016) for the domestic applications. (FED004437\_0001.) Additionally, Defendants identified per its interrogatory responses that the Blaze Advisor software component was removed from the domestic applications by May 2020. (Defendants' Ninth Supplemental Answer to Plaintiff's Interrogatory No. 17, dated September 24, 2020.) It should be noted that the methodology used in my calculation of gross written premium generated through domestic applications as provided in the schedules attached to my Second Supplemental Report has not changed.



2016 and May 2020, Defendants generated gross written premium in the United States totaling \$35.8 billion.<sup>17</sup> (See **Supplemental Schedule 8.0.**)

**B. Accused Foreign Unauthorized Use – Incorporating Updated Evolution Application Data**

17. With regard to the updated data for the Evolution application<sup>18</sup> used by the PRS business unit in Canada that was provided in Defendants' Seventh Supplemental Answer to Plaintiff's Interrogatory No. 19, dated September 24, 2020, I have been asked by counsel to revise my calculation of gross written premium that was submitted with my Supplemental Report.

18. Foreign insurance companies used applications deploying Blaze Advisor in connection with the sale of insurance.<sup>19</sup> Between April 21, 2010 and October 2019, the total amount of gross written premium connected to the use of Blaze Advisor in the sale of insurance by foreign insurance companies totaled \$3.1 billion.<sup>20</sup> (See **Second Supplemental Schedule 9.0A.**)

**C. Accused Infringement Supporting Sale of Insurance in Foreign Country – Incorporating Updated Evolution Application Data**

19. Further, I understand FICO may be entitled to disgorge Defendants' profits from written premium generated by the use of Blaze Advisor in connection with the sale of insurance. As part

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<sup>17</sup> I understand that copyright remedies start at the termination date of the SLM Agreement (i.e., March 31, 2016) for the domestic applications. (FED004437\_0001.) Additionally, Defendants identified per its interrogatory responses that the Blaze Advisor software component was removed from the domestic applications by May 2020. (Defendants' Eighth Supplemental Answer to Plaintiff's Interrogatory No. 17, dated June 15, 2020; Defendants' Ninth Supplemental Answer to Plaintiff's Interrogatory No. 17, dated September 24, 2020.) It should be noted that the methodology used in my calculation of gross written premium generated through domestic applications as provided in the schedules attached to my Second Supplemental Report has not changed.

<sup>18</sup> In my Initial Report, I described the Evolution application and its integrated policy quoting system, Broker Site. (See Initial Report at 34-35.)

<sup>19</sup> See, for example, Federal Insurance Company's Fourth Supplemental Answer to Plaintiff's Interrogatory No. 18, dated January 21, 2019; Defendants' Seventh Supplemental Answer to Plaintiff's Interrogatory No. 18, dated June 18, 2020; Defendants' Seventh Supplemental Answer to Plaintiff's Interrogatory No. 19, dated September 24, 2020; Defendants' Seventh Supplemental Answer to Plaintiff's Interrogatory No. 20, dated July 17, 2020.

<sup>20</sup> I understand that New York law, which governs the SLM Agreement, a six (6) year statute of limitations applies to breach-of-contract claims. Accordingly, I understand six (6) years before the filing date of the Complaint in this matter (i.e., April 21, 2016) is April 21, 2010. (Order, dated March 23, 2021.) Defendants identified in its interrogatory responses that the Blaze Advisor software component was removed from the applications used in the U.K., Canada, Europe, and Australia by October 2019. (Defendants' Seventh Supplemental Answer to Plaintiff's Interrogatory No. 18, dated June 18, 2020; Defendants' Seventh Supplemental Answer to Plaintiff's Interrogatory No. 19, dated September 24, 2020; Defendants' Seventh Supplemental Answer to Plaintiff's Interrogatory No. 20, dated July 17, 2020.) It should be noted that the methodology used in my calculation of gross written premium generated through foreign applications as provided in the schedules attached to this Second Supplemental Report has not changed.

of my analysis, I have included a schedule with this report that sets forth my computation of gross written premium in connection with the sale of insurance using Blaze Advisor in the Evolution application as reported in Defendants' Seventh Supplemental Answer to Plaintiff's Interrogatory No. 19, dated September 24, 2020.

20. Between March 31, 2016 and September 30, 2016, Chubb Insurance Company of Canada, as a wholly-owned subsidiary of Federal, generated gross written premium in connection with the sale of insurance using Blaze Advisor in the Evolution application in the amount of \$154.4 million.<sup>21</sup> (See **Second Supplemental Schedule 9.0B.**)

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<sup>21</sup> I understand that copyright remedies start at the termination date of the SLM Agreement (i.e., March 31, 2016) for the foreign applications. (FED004437\_0001.) Additionally, I understand Chubb Insurance Company of Canada was no longer a subsidiary of Federal by September 30, 2016. Taylor Deposition at 85; FED006483-484; Pandey Deposition at Exhibit 527.) It should be noted that the methodology used in my calculation of gross written premium generated through foreign applications as provided in the schedules attached to this Second Supplemental Report has not changed.

## SCHEDULES

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## Neil Zoltowski

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Partner

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Neil Zoltowski serves as a consulting and testifying financial expert in complex business disputes, intellectual property litigation, and business and intellectual property valuation matters.

He has more than 20 years of experience in the evaluation and quantification of economic damages in intellectual property disputes, including patent, copyright and trademark infringement, trade secret misappropriation, and false advertising and deceptive trade practices under the Lanham Act, as well as commercial disputes such as breach of contract, breach of fiduciary duty, unfair competition, stock valuation / shareholder disputes and diminution of business value claims.

Neil also brings experience in IP and business valuation matters; has designed and executed compliance inspection programs and royalty audits; and has consulted with clients on licensing issues across a broad range of industries, including biotechnology, computer hardware and software, construction, consumer products and services, Internet and e-Commerce, electronics, insurance, life sciences, manufacturing, medical devices, and telecommunications, among others.

Neil's prior consulting experience includes several years at Deloitte, NERA Economic Consulting, and FTI Consulting.

Neil holds the Certified Valuation Analyst and Master Analyst in Financial Forensics designations from the National Association of Certified Valuation Analysts, the Certified Licensing Professional designation from the Licensing Executives Society, and the Certified Patent Valuation Analyst from the Business Development Academy.

### Education

B.A., Economics,  
Trinity College (Phi Beta  
Kappa, Pi Gamma Mu)

### Practice Areas

Intellectual Property

Litigation

## SELECT INDUSTRY EXPERIENCE

Biotechnology / Life Sciences	Electronics	Pay Television
Computer Hardware	Insurance	Professional Services
Construction	Manufacturing	Semiconductor / Memory Devices
Consumer Products / Services	Medical Devices	Software
E-Commerce / Internet	Mobile Devices	Telecommunications

## PREVIOUS EXPERIENCE

- FTI Consulting, Inc., San Francisco, CA (2011-2012)
- StoneTurn Group LLP, San Francisco, CA (2004-2006) / Boston, MA (2006-2011)
- Deloitte & Touche LLP, San Francisco, CA (2001-2004)
- Tucker Alan, Inc. (acquired by Navigant Consulting), San Francisco, CA (2000-2001)
- NERA Economic Consulting, Boston, MA (1996-1999)

## PROFESSIONAL AFFILIATIONS / OTHER

- Member – National Association of Certified Valuation Analysts
- Member – Licensing Executives Society (Chair – Valuation & Pricing Committee)
- Member – Intellectual Property Owners Association (Voting Member – Patent Licensing Committee)
- Future Leaders Program – Greater Boston Chamber of Commerce

## DESIGNATIONS AND CERTIFICATIONS

- Certified Valuation Analyst (CVA) – National Association of Certified Valuation Analysts
- Master Analyst in Financial Forensics (MAFF), Business and Intellectual Property Damages – National Association of Certified Valuation Analysts
- Certified Licensing Professional (CLP) – Licensing Executives Society
- Certified Patent Valuation Analyst (CPVA) – Business Development Academy

## PUBLICATIONS

- “Implications of Recent Court Decisions on the Application of the ‘Entire Market Value Rule’ to Patent Damages Analysis,” ABA Section of Litigation – Intellectual Property Roundtable Outline, November 2010.
- “Supreme Court Paves the Way for Changes to Expert Discovery,” Forensic Expert Witness Association Newsletter, Fall 2010.
- “An Estimate of Current Universal Service Obligations and the Likely Impact of Federal and State Universal Service Plans,” International Communications Forecasting Conference, June 1998.

## EXPERT DESIGNATIONS AND TESTIMONY

- Great American Insurance Co. of New York and Novartis Pharmaceutical Corp. v. **TA Operating Corp., et al.**, 2008 (S.D.N.Y., Case No. 06-cv-13230 (WHP)(JCF)) – Report and testifying expert at deposition for travel center defendant in breach of contract dispute involving stolen truckload of pharmaceuticals. Case settled.
- DBEST Products, Inc., et al. v. **Staples, Inc., et al.**, 2008 (C.D. Cal., Case No. 2:07-cv-04895 (ODW) (MANx)) – Report and testifying expert at deposition for office supply defendant in patent infringement dispute involving wheeled storage carts. Case settled.
- Competitive Edge, Inc., et al. v. **Staples, Inc., et al.**, 2009 (N.D. Ill., Case No. 1:08-cv-00956) – Report and testifying expert at deposition for office supply defendant in design patent infringement and trade dress infringement dispute involving novelty and promotional consumer products. Case dismissed.
- **Personnel Department, Inc.** v. CareerBuilder, LLC, 2009 (D. Vt., Case No. 2:08-cv-59) – Report and testifying expert at deposition for staffing services plaintiff in trade secret misappropriation dispute involving web-based computer software architecture for the creation of résumés. Case settled.
- Lon Sherman, et al. v. **Mark G. Shub, et al.**, 2009 (Mass. Superior Court, Case No. 07-2547-BLS) – Expert disclosure for attorney defendant in professional malpractice dispute concerning estate and gift taxes. Case dismissed.
- **EMC Corporation** v. Proview Technology (Shenzhen) Co., Ltd., et al., 2009 (D. Mass., Case No. 09-40062-FDS) – Report for computer storage hardware plaintiff in tortious interference and unfair competition dispute involving the wrongful use of the plaintiff's trade name. Case settled.
- **HTC Sweden AB** v. Innovatech Products and Equipment Co., 2009 (E.D. Tenn., Case No. No. 3:07-cv-232 (VARLAN/SHIRLEY)) – Reports for plaintiff in patent infringement dispute involving floor grinding technology and products. Case settled.
- The Associated Press v. **One 3 Two, Inc. (d/b/a Obey Clothing)**, Shepard Fairey, et al., 2010 (S.D.N.Y., Case No. 1:09-cv-01123 (AKH)) – Report and testifying expert at deposition for co-defendant in copyright infringement dispute involving use of a photograph to create a derivative work for apparel and promotional materials and merchandise. Case settled.
- **Fitness Gaming Corporation** v. ICON Health & Fitness, Inc., 2011 (E.D. Va., Case No. 1:11-cv-00200 (CMH/IDD)) – Report and testifying expert at deposition for plaintiff in patent infringement dispute involving gaming entertainment and exercise equipment. Case dismissed.

- Achates Reference Publishing, Inc. v. Symantec Corporation, et al., 2013 (E.D. Tex., Case No. 2:11-cv-00294 (JRG-RSP)) – Report for defendant in patent infringement dispute involving software activation technology. Case settled.
- Digital Reg of Texas, LLC v. Symantec Corporation, et al., 2014 (N.D. Cal., Case No. 12-cv-01971-CW) – Report and testifying expert at deposition for defendant in patent infringement dispute involving software activation technology. Case settled.
- Minitab, Inc. v. EngineRoom, LLC, 2014 (M.D. Pa., Case No. 4:12-cv-02170-JEJ) – Report and testifying expert at deposition on behalf of counterclaim defendant in patent infringement dispute involving statistical analysis software. Case dismissed.
- English & Sons, Inc., et al. v. Straw Hat Restaurants, Inc., et al., 2016 (N.D. Cal., Case No. 3:15-cv-01382-LB) – Report on behalf of counterclaim defendant in trademark infringement, false advertising, and breach of contract dispute involving pizza franchises. Case settled.
- Top Agent Network, Inc. v. Zillow, Inc., 2016 (N.D. Cal., Case No. 3:14-cv-04769-RS) – Report on behalf of plaintiff in trade secret misappropriation dispute involving online real estate marketplaces. Case settled.
- Adobe Systems, Incorporated v. A & S Electronics, Inc., et al., 2016 (N.D. Cal., Case No. 4:15-cv-02288 SBA (EDL)) – Report on behalf of defendant in copying infringement and trademark infringement dispute involving the resale of Adobe software products. Case settled.
- Fusilamp, LLC, et al. v. Littelfuse, Inc., 2017 (American Arbitration Association, Case No. 13-20-1200-2324) – Report and testifying expert at arbitration on behalf of defendant in patent infringement dispute involving blade fuses used in automotive applications. Case adjudicated.
- Smartling, Inc. v. Easyling LLC and Skawa Innovation Ltd., 2017 (D. Mass., Case No. 1:14-cv-13106-ADB) – Report and testifying expert at trial on behalf of plaintiff in trade dress infringement and unfair competition dispute involving language translation software solutions and services. Case adjudicated.
- Brooks Automation, Inc. v. PTB Sales, Inc., 2018 (C.D. Cal., Case No. 2:17-cv-03880-PA-AFM) – Reports on behalf of plaintiff in copyright infringement, trademark infringement, unfair competition, and misappropriation of trade secrets dispute involving cryogenic technology in the semiconductor manufacturing industry. Case settled.
- Kangaroo Manufacturing, Inc. v. Amazon.com, Inc., 2018 (D. Ariz., Case No. 2:17-cv-01806-SPL) – Report and testifying expert at deposition on behalf of defendant in copyright infringement and trademark infringement dispute related to online retail. Case settled.

- **Positron Systems, Inc.** v. Wyle Laboratories, Inc., 2018 (Cal. Super., Case No. BC595462) – Report and testifying expert at deposition and trial on behalf of plaintiff in unfair competition, misappropriation of trade secrets, and breach of contract dispute involving non-destructive testing technology. Case adjudicated.
- Pennies2Platinum, Inc., f/k/a Yagoozon, Inc. v. **Amazon, Inc., Amazon Services, LLC, and Amazon Payments, Inc.**, 2018 (American Arbitration Association, Case No. 01-17-6003-2625) – Report on behalf of defendant in copyright infringement and trademark infringement dispute related to online retail. Case pending.
- **Gavrieli Brands, LLC** v. Soto Massini (USA) Corp., et al., 2019 (D. Del., Case No. 18-462-GMS) – Report and testifying expert at trial on behalf of plaintiff in design patent infringement, trade dress infringement, false advertising, and unfair competition dispute involving ballet flat footwear. Case adjudicated.
- **Fair Isaac Corporation** v. Federal Insurance Company and ACE American Insurance Company, 2019 (D. MN., Case No. 16-cv-1054(WMW/DTS) – Reports and deposition testimony on behalf of plaintiff in breach of contract and copyright infringement dispute involving decision management software. Case pending.
- **Modular Security Systems, Inc.** v. www.Turnstiles.US Inc., 2019 (D. Ariz., Case No. 2:16-cv-00455-DJH) – Report on behalf of plaintiff in patent infringement dispute involving portable turnstile access control systems. Case settled.
- Facet Technologies, LLC v. Cilag GmbH International and **LifeScan, Inc.**, 2019 (JAMS Arbitration, Ref. No. 14252028986) – Testifying expert at arbitration on behalf of defendant in breach of contract and breach of implied covenant of good faith and fair dealing dispute involving lancing devices and lancets used to obtain samples of blood for glucose testing. Case adjudicated.
- Orgain, Inc. v. **Iovate Health Sciences International Inc., et al.**, 2020 (C.D. Cal., Case No. 8:18-cv-01253 JLS (ADSx)) – Declaration and report on behalf of defendant in trademark infringement, trade dress infringement, false advertising, and unfair competition dispute involving organic protein products. Case pending.
- Nirvana LLC v. **Marc Jacobs International LLC**, et al., 2020 (C.D. Cal., Case No. 2:18-cv-10743-JAK-SK) – Report and deposition testimony on behalf of defendant in copyright infringement, trademark infringement, and unfair competition dispute involving retail apparel. Case pending.
- **EDAG Engineering GmbH** v. BYTON North America Corporation, 2020 (JAMS Reference No. 1100107291) – Report and arbitration testimony on behalf of claimant in breach of contract and breach of implied covenant of good faith and fair dealing dispute involving engineering services in the automotive industry. Case pending.



*Fair Isaac Corporation v. Federal Insurance Company and ACE American Insurance Company***SECOND SUPPLEMENTAL SCHEDULE 2.0: Documents Considered**

<b>Bates</b>	<b>Begin</b>	<b>End</b>	<b>Bates</b>	<b>Begin</b>	<b>End</b>	<b>Bates</b>	<b>Begin</b>	<b>End</b>
FED	000046_0001	000046_0016	FED	000347_0001	000347_0001	FED	003261_0001	003261_0001
FED	000049_0001	000049_0002	FED	000348_0001	000348_0001	FED	003339_0001	003339_0001
FED	000050_0001	000050_0002	FED	000350_0001	000350_0001	FED	003989_0001	003989_0020
FED	000051_0001	000051_0022	FED	000351_0001	000351_0001	FED	004079_0001	004079_0027
FED	000058_0001	000058_0012	FED	000352_0001	000352_0002	FED	004100_0001	004100_0003
FED	000059_0001	000059_0002	FED	000353_0001	000353_0001	FED	004431_0001	004431_0003
FED	000060_0001	000060_0002	FED	000360_0001	000360_0002	FED	004434_0001	004434_0003
FED	000064_0001	000064_0030	FED	000361_0001	000361_0010	FED	004435_0001	004435_0009
FED	000068_0001	000068_0028	FED	000362_0001	000362_0004	FED	004436_0001	004436_0003
FED	000112_0001	000112_0068	FED	000420_0001	000420_0001	FED	004437_0001	004437_0001
FED	000122_0001	000122_0029	FED	000514_0001	000514_0001	FED	004458_0001	004458_0002
FED	000127_0001	000127_0004	FED	000588_0001	000588_0001	FED	004506_0001	004506_0004
FED	000141_0001	000141_0004	FED	000589_0001	000589_0001	FED	004524_0001	004524_0001
FED	000143_0001	000143_0006	FED	000594_0001	000594_0002	FED	004525_0001	004525_0016
FED	000152_0001	000152_0009	FED	000700_0001	000700_0003	FED	004526_0001	004526_0007
FED	000171_0001	000171_0028	FED	000703_0001	000703_0003	FED	004527_0001	004527_0003
FED	000185_0001	000185_0007	FED	000713_0001	000713_0005	FED	004531_0001	004531_0002
FED	000190_0001	000190_0009	FED	000718_0001	000718_0001	FED	004533_0001	004533_0004
FED	000195_0001	000195_0002	FED	000755_0001	000755_0001	FED	004534_0001	004534_0001
FED	000205_0001	000205_0259	FED	001016_0001	001016_0001	FED	004535_0001	004535_0010
FED	000243_0001	000243_0024	FED	001020_0001	001020_0001	FED	004537_0001	004537_0002
FED	000252_0001	000252_0015	FED	001083_0001	001083_0001	FED	004538_0001	004538_0001
FED	000255_0001	000255_0034	FED	001084_0001	001084_0002	FED	004549_0001	004549_0002
FED	000259_0001	000259_0026	FED	001101_0001	001101_0002	FED	004550_0001	004550_0003
FED	000270_0001	000270_0065	FED	001104_0001	001104_0018	FED	004571_0001	004571_0001
FED	000270-0001	000270-0065	FED	001148_0001	001148_0002	FED	004587_0001	004587_0002
FED	000275_0001	000275_0016	FED	001150_0001	001150_0001	FED	004603_0001	004603_0002
FED	000278_0001	000278_0153	FED	001151_0001	001151_0002	FED	004604_0001	004604_0001
FED	000280_0001	000280_0016	FED	001164_0001	001164_0002	FED	004617_0001	004617_0001
FED	000287_0001	000287_0019	FED	001180_0001	001180_0002	FED	004625_0001	004625_0001
FED	000289_0001	000289_0024	FED	001289_0001	001289_0004	FED	004628_0001	004628_0001
FED	000294_0001	000294_0021	FED	001311_0001	001311_0028	FED	004629_0001	004629_0002
FED	000305_0001	000305_0042	FED	001312_0001	001312_0021	FED	004635_0001	004635_0001
FED	000305-0001	000305-0042	FED	001314_0001	001314_0021	FED	004636_0001	004636_0001
FED	000340_0001	000340_0001	FED	001320_0001	001320_0028	FED	004637_0001	004637_0001
FED	000342_0001	000342_0003	FED	003112_0001	003112_0009	FED	004736_0001	004736_0003

*Fair Isaac Corporation v. Federal Insurance Company and ACE American Insurance Company***SECOND SUPPLEMENTAL SCHEDULE 2.0: Documents Considered**

<b>Bates</b>	<b>Begin</b>	<b>End</b>	<b>Bates</b>	<b>Begin</b>	<b>End</b>	<b>Bates</b>	<b>Begin</b>	<b>End</b>
FED	004790_0001	004790_0021	FED	008352_0001	008352_0002	FED	013528_0001	013528_0289
FED	004839_0001	004839_0022	FED	008403_0001	008403_0027	FED	013529_0001	013529_0153
FED	004844_0001	004844_0040	FED	008454_0001	008454_0009	FED	013530_0001	013530_0224
FED	004896_0001	004896_0002	FED	008555_0001	008555_0005	FED	013531_0001	013531_0173
FED	004946_0001	004946_0007	FED	008650_0001	008650_0014	FED	013532_0001	013532_0247
FED	005053_0001	005053_0002	FED	008759_0001	008759_0001	FED	013533_0001	013533_0330
FED	005090_0001	005090_0002	FED	008760_0001	008760_0003	FED	013534_0001	013534_0425
FED	005190_0001	005190_0011	FED	009056_0001	009056_0033	FED	013535_0001	013535_0313
FED	005204_0001	005204_0012	FED	009281_0001	009281_0013	FED	013536_0001	013536_0260
FED	005214_0001	005214_0012	FED	009624_0001	009624_0006	FED	013537_0001	013537_0292
FED	005221_0001	005221_0012	FED	009625_0001	009625_0001	FED	013557_0001	013557_0065
FED	005307_0001	005307_0056	FED	009630_0001	009630_0002	FED	013558_0001	013558_0062
FED	005476_0001	005476_0016	FED	009631_0001	009631_0001	FED	013839_0001	013839_0018
FED	005942_0001	005942_0050	FED	009894_0001	009894_0004	FED	014390_0001	014390_0014
FED	006068_0001	006068_0006	FED	010033_0001	010033_0001	FED	014415_0001	014415_0003
FED	006173_0001	006173_0009	FED	010034_0001	010034_0001	FED	015545_0001	015545_0028
FED	006228_0001	006228_0013	FED	010117_0001	010117_0017	FED	016469_0001	016469_0046
FED	006246_0001	006246_0027	FED	010839_0001	010839_0026	FED	016590_0001	016590_0002
FED	006248_0001	006248_0013	FED	010861_0001	010861_0007	FED	016599_0001	016599_0008
FED	006252_0001	006252_0108	FED	011560_0001	011560_0042	FED	016602_0001	016602_0013
FED	006288_0001	006288_0001	FED	012128_0001	012128_0014	FED	016653_0001	016653_0015
FED	006483_0001	006483_0003	FED	012130_0001	012130_0021	FED	016737_0001	016737_0003
FED	006484_0001	006484_0001	FED	013479_0001	013479_0034	FED	017176_0001	017176_0011
FED	006504_0001	006504_0013	FED	013515_0001	013515_0213	FED	017202_0001	017202_0001
FED	006662_0001	006662_0032	FED	013516_0001	013516_0199	FED	017203_0001	017203_0001
FED	006784_0001	006784_0038	FED	013517_0001	013517_0195	FED	017204_0001	017204_0005
FED	006837_0001	006837_0018	FED	013518_0001	013518_0194	FED	017205_0001	017205_0010
FED	006995_0001	006995_0024	FED	013519_0001	013519_0124	FED	017206_0001	017206_0010
FED	007235_0001	007235_0032	FED	013520_0001	013520_0343	FED	017207_0001	017207_0012
FED	007789_0001	007789_0002	FED	013521_0001	013521_0225	FED	017208_0001	017208_0005
FED	007797_0001	007797_0001	FED	013522_0001	013522_0214	FED	017209_0001	017209_0010
FED	007821_0001	007821_0015	FED	013523_0001	013523_0193	FED	017210_0001	017210_0010
FED	007858_0001	007858_0013	FED	013524_0001	013524_0190	FED	017211_0001	017211_0010
FED	008095_0001	008095_0131	FED	013525_0001	013525_0133	FED	017212_0001	017212_0005
FED	008145_0001	008145_0011	FED	013526_0001	013526_0147	FED	017213_0001	017213_0010
FED	008281_0001	008281_0042	FED	013527_0001	013527_0296	FED	017214_0001	017214_0010

*Fair Isaac Corporation v. Federal Insurance Company and ACE American Insurance Company***SECOND SUPPLEMENTAL SCHEDULE 2.0: Documents Considered**

<b>Bates</b>	<b>Begin</b>	<b>End</b>	<b>Bates</b>	<b>Begin</b>	<b>End</b>	<b>Bates</b>	<b>Begin</b>	<b>End</b>
FED	017215_0001	017215_0010	FED	017473_0001	017473_0001	FICO	0000859	0000861
FED	017216_0001	017216_0005	FED	017882_0001	017882_0021	FICO	0000885	0000887
FED	017217_0001	017217_0010	FED	017883_0001	017883_0004	FICO	0000926	0000927
FED	017218_0001	017218_0010	FED	017884_0001	017884_0003	FICO	0000929	0000932
FED	017219_0001	017219_0010	FED	017885_0001	017885_0001	FICO	0000939	0000942
FED	017220_0001	017220_0005	FED	017886_0001	017886_0001	FICO	0000971	0000971
FED	017221_0001	017221_0010	FED	017912_0001	017912_0001	FICO	0001381	0001381
FED	017222_0001	017222_0010	FED	017913_0001	017913_0002	FICO	0001424	0001425
FED	017223_0001	017223_0010	FED	017914_0001	017914_0001	FICO	0001576	0001577
FED	017224_0001	017224_0005	FED	017915_0001	017915_0001	FICO	0001792	0001793
FED	017225_0001	017225_0010	FED	17882_0001	17882_0021	FICO	0001882	0001882
FED	017226_0001	017226_0010	FED	17883_0001	17883_0004	FICO	0001883	0001883
FED	017227_0001	017227_0010	FED	17884_0001	17884_0001	FICO	0001895	0001898
FED	017228_0001	017228_0005	FED	17885_0001	17885_0001	FICO	0001903	0001909
FED	017229_0001	017229_0010	FED	17886_0001	17886_0001	FICO	0001916	0001918
FED	017230_0001	017230_0010	FICO	0000003	0000004	FICO	0001923	0001924
FED	017231_0001	017231_0010	FICO	0000005	0000005	FICO	0002036	0002057
FED	017232_0001	017232_0005	FICO	0000055	0000055	FICO	0002804	0002804
FED	017233_0001	017233_0010	FICO	0000057	0000058	FICO	0002842	0002846
FED	017234_0001	017234_0010	FICO	0000060	0000061	FICO	0002965	0002965
FED	017235_0001	017235_0010	FICO	0000193	0000194	FICO	0004443	0004445
FED	017236_0001	017236_0005	FICO	0000198	0000199	FICO	0004656	0004658
FED	017237_0001	017237_0010	FICO	0000259	0000261	FICO	0005981	0005982
FED	017238_0001	017238_0010	FICO	0000275	0000278	FICO	0052649	0052796
FED	017239_0001	017239_0010	FICO	0000307	0000324	FICO	0052797	0052932
FED	017240_0001	017240_0005	FICO	0000381	0000381	FICO	0052933	0053075
FED	017241_0001	017241_0010	FICO	0000461	0000462	FICO	0053076	0053224
FED	017242_0001	017242_0010	FICO	0000645	0000647	FICO	0053225	0053371
FED	017243_0001	017243_0010	FICO	0000657	0000659	FICO	0053372	0053521
FED	017354_0001	017354_0001	FICO	0000700	0000700	FICO	0053522	0053662
FED	017355_0001	017355_0002	FICO	0000734	0000734	FICO	0053663	0053811
FED	017356_0001	017356_0002	FICO	0000735	0000736	FICO	0053812	0053959
FED	017357_0001	017357_0002	FICO	0000767	0000767	FICO	0053960	0054091
FED	017358_0001	017358_0001	FICO	0000828	0000829	FICO	0054092	0054227
FED	017471_0001	017471_0001	FICO	0000831	0000836	FICO	0054228	0054368
FED	017472_0001	017472_0001	FICO	0000852	0000854	FICO	0054369	0054511

*Fair Isaac Corporation v. Federal Insurance Company and ACE American Insurance Company***SECOND SUPPLEMENTAL SCHEDULE 2.0: Documents Considered**

<u>Bates</u>	<u>Begin</u>	<u>End</u>	<u>Bates</u>	<u>Begin</u>	<u>End</u>
FICO	0054512	0054653	FICO	0057306	0057306
FICO	0054654	0054951	FICO	0057309	0057310
FICO	0054952	0055171	FICO	0062065	0062073
FICO	0055172	0055400			
FICO	0055401	0055484			
FICO	0055485	0055611			
FICO	0055612	0055742			
FICO	0055743	0055882			
FICO	0055883	0056031			
FICO	0056032	0056182			
FICO	0056183	0056198			
FICO	0056199	0056214			
FICO	0056215	0056230			
FICO	0056231	0056246			
FICO	0056247	0056262			
FICO	0056263	0056278			
FICO	0056279	0056294			
FICO	0056295	0056556			
FICO	0056557	0056860			
FICO	0056861	0057179			
FICO	0057181	0057181			
FICO	0057182	0057196			
FICO	0057197	0057198			
FICO	0057199	0057205			
FICO	0057206	0057206			
FICO	0057207	0057222			
FICO	0057223	0057224			
FICO	0057225	0057227			
FICO	0057228	0057231			
FICO	0057232	0057243			
FICO	0057244	0057248			
FICO	0057249	0057260			
FICO	0057261	0057261			
FICO	0057262	0057273			
FICO	0057280	0057304			
FICO	0057305	0057305			

*Fair Isaac Corporation v. Federal Insurance Company and ACE American Insurance Company***SECOND SUPPLEMENTAL SCHEDULE 2.0: Documents Considered****Legal Filings**

Complaint Jury Trial Demanded and Related Exhibits, dated April 21, 2016  
 Amended Complaint Jury Trial Demanded, dated February 1, 2017  
 Second Amended Complaint Jury Trial Demanded, dated September 11, 2018  
 Plaintiff Fair Isaac Corporation's First Set of Requests for Production of Documents to Defendant Federal Insurance Company, dated April 11, 2017  
 Plaintiff Fair Isaac Corporation's First Set of Interrogatories to Defendant Federal Insurance Company, dated April 11, 2017  
 Plaintiff Fair Isaac Corporation's First Set of Requests for Admission to Defendant Federal Insurance Company, dated April 11, 2017  
 Plaintiff Fair Isaac Corporation's Responses to Defendant's Requests for Production of Documents, dated May 18, 2017  
 Plaintiff Fair Isaac Corporation's Answers to Defendant's First Set of Interrogatories, dated May 19, 2017  
 Plaintiff Fair Isaac Corporation's Answers to Defendant's First Set of Interrogatories, dated August 16, 2017  
 Plaintiff Fair Isaac Corporation's Second Set of Requests for Admission to Defendant Federal Insurance Company, dated December 29, 2017  
 Plaintiff Fair Isaac Corporation's Second Set of Requests for Production of Documents to Defendant Federal Insurance Company, dated December 29, 2017  
 Plaintiff Fair Isaac Corporation's Second Set of Interrogatories to Defendant Federal Insurance Company (15-21), dated December 29, 2017  
 Declaration of William Waid in Support of Fair Isaac Corporation's Opposition to Federal Insurance Company's Motion to Compel, dated February 5, 2018  
 Defendants' Response to Plaintiff's Second Set of Requests for Admission, dated January 29, 2018  
 Defendant's Answers to Plaintiff's Second Set of Interrogatories (15-21), dated January 29, 2018  
 Defendant's Response to Plaintiff's Second Set of Requests for Admission, dated January 29, 2018  
 Defendant's Response to Plaintiff's Second Set of Requests for Production of Documents, dated January 29, 2018  
 Defendants' Supplemental Responses to Plaintiff's Fourth Set of Requests for Production of Documents, dated March 4, 2019  
 Federal Insurance Company's Response to Plaintiff's First Set of Requests for Admission, dated May 11, 2017  
 Federal Insurance Company's Answers to Plaintiff's First Set of Interrogatories, dated May 11, 2017  
 Federal Insurance Company's Response to Plaintiff's First Set of Requests for Production of Documents, dated May 11, 2017  
 Federal Insurance Company's Supplemental Answers to Plaintiff's First Set of Interrogatories, dated June 15, 2017  
 Federal Insurance Company's Second Supplemental Answer to Interrogatory No. 6 and Supplemental Answer to Interrogatory No. 21, dated June 7, 2018  
 Federal Insurance Company's Second Supplemental Answers to Interrogatory Nos. 2, 3, and 4, dated June 21, 2018  
 Federal Insurance Company's Second Supplemental Answer to Interrogatory No. 6 and Supplemental Answer to Interrogatory No. 21, dated July 30, 2018  
 Federal Insurance Company's Supplemental Answer to Interrogatory No. 20, dated October 24, 2018  
 Federal Insurance Company's Supplemental Answer to Interrogatory No. 17, dated October 26, 2018  
 Federal Insurance Company's Supplemental Answer to Interrogatory No. 18, dated October 26, 2018  
 Federal Insurance Company's Supplemental Answer to Interrogatory No. 19, dated October 26, 2018  
 Federal Insurance Company's Third Supplemental Answer to Plaintiff's Interrogatory No. 18, dated December 14, 2018  
 Federal Insurance Company's Second Supplemental Answer to Plaintiff's Interrogatory No. 16, dated January 21, 2019  
 Federal Insurance Company's Third Supplemental Answer to Plaintiff's Interrogatory No. 17, dated January 21, 2019  
 Federal Insurance Company's Fourth Supplemental Answer to Plaintiff's Interrogatory No. 18, dated January 21, 2019  
 Federal Insurance Company's Third Supplemental Answer to Plaintiff's Interrogatory No. 19, dated January 21, 2019  
 Federal Insurance Company's Third Supplemental Answer to Plaintiff's Interrogatory No. 20, dated January 21, 2019

*Fair Isaac Corporation v. Federal Insurance Company and ACE American Insurance Company***SECOND SUPPLEMENTAL SCHEDULE 2.0: Documents Considered****Legal Filings** *(Continued)*

Federal Insurance Company's Third Supplemental Answer to Plaintiff's Interrogatory No. 16 and Fourth Supplemental Answer to Plaintiff's Interrogatory No. 17, dated #####

Federal Insurance Company's Fifth Supplemental Answer to Plaintiff's Interrogatory No. 18, dated February 28, 2019

Federal Insurance Company's Fourth Supplemental Answer to Plaintiff's Interrogatory No. 19, dated February 28, 2019

Federal Insurance Company's Fourth Supplemental Answer to Plaintiff's Interrogatory No. 20, dated February 28, 2019

Federal Insurance Company's Fifth Supplemental Answer to Plaintiff's Interrogatory No. 19, dated March 2, 2019

Federal Insurance Company's Fourth Supplemental Answer to Plaintiff's Interrogatory No. 16 and Fifth Supplemental Answer to Plaintiff's Interrogatory No. 17, dated March 2, 2019

Federal Insurance Company's Fifth Supplemental Answer to Plaintiff's Interrogatory No. 16 and Sixth Supplemental Answer to Plaintiff's Interrogatory No. 17, dated March 21, 2019

Federal Insurance Company's Fifth Supplemental Answer to Plaintiff's Interrogatory No. 20, dated March 21, 2019

Federal Insurance Company's Sixth Supplemental Answer to Plaintiff's Interrogatory No. 18, dated March 21, 2019

Letter from Christopher D. Pham, dated December 31, 2018

Federal Insurance Company's Seventh Supplemental Answer to Plaintiff's Interrogatory No. 17, dated July 16, 2019

Memorandum in Support of Defendants' Motion to Exclude Expert Report and Testimony of Neil J. Zoltowski, dated July 26, 2019

Plaintiff Fair Isaac Corporation's Memorandum in Support of Motion to Exclude Testimony of W. Christopher Bakewell, dated July 26, 2019

Declaration of Heather J. Kliebenstein in Support of Plaintiff Fair Isaac Corporation's Memorandum in Support of Motion to Exclude Testimony of W. Christopher Bakewell and Related Exhibits, dated July 26, 2019

Order, dated March 23, 2020

Defendants' Eighth Supplemental Answer to Plaintiff's Interrogatory No. 17, dated June 15, 2020

Defendants' Seventh Supplemental Answer to Plaintiff's Interrogatory No. 18, dated June 18, 2020

Defendants' Sixth Supplemental Answer to Plaintiff's Interrogatory No. 19, dated June 17, 2020

Defendants' Sixth Supplemental Answer to Plaintiff's Interrogatory No. 20, dated June 18, 2020

Defendants' Seventh Supplemental Answer to Plaintiff's Interrogatory No. 20, dated July 17, 2020

Defendants' Ninth Supplemental Answer to Plaintiff's Interrogatory No. 17, dated September 24, 2020

Defendants' Seventh Supplemental Answer to Plaintiff's Interrogatory No. 19, dated September 24, 2020

Order, dated March 23, 2021

**Depositions***Chubb Personnel*

Deposition of Henry Mirolyuz and Related Exhibits, dated July 31, 2018

Deposition of John Taylor and Related Exhibits, dated August 2, 2018

Deposition of Ramesh Pandey and Related Exhibits, dated November 13, 2018

Deposition of Henry Mirolyuz and Related Exhibits, dated January 11, 2019

Deposition of Tamra Pawloski and Related Exhibits, dated January 18, 2019

*Fair Isaac Corporation v. Federal Insurance Company and ACE American Insurance Company***SECOND SUPPLEMENTAL SCHEDULE 2.0: Documents Considered**

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**Depositions** *(Continued)*

Deposition of Ramesh Pandey and Related Exhibits, dated January 22, 2019

Deposition of Claudio Ghislanzoni, dated March 12, 2020

Deposition of Kevin Harkin and Related Exhibits, dated March 25, 2019

*FICO Personnel*

Deposition of Oliver Clark and Related Exhibits, dated September 11, 2018

Deposition of Michael Sawyer and Related Exhibits, dated October 2, 2018

Deposition of Thomas Caretta and Related Exhibits, dated October 9, 2018

Deposition of Russell Schreiber and Related Exhibits, dated October 24, 2018

Deposition of William Waid and Related Exhibits, dated January 16, 2019

Deposition of Benjamin Baer and Related Exhibits, dated January 29, 2019

Deposition of Chris Ivey and Related Exhibits, dated January 30, 2019

Deposition of Jandeen Boone and Related Exhibits, dated February 6, 2019

Deposition of Lawrence Wachs and Related Exhibits, dated February 26, 2019

Deposition of Chris Ivey and Related Exhibits, dated March 14, 2019

Deposition of William Waid and Related Exhibits, dated April 2, 2019

**Financial Filings**

2016 Federal NAIC Annual Statement, dated December 31, 2016

Accountants' Letter of Qualifications, dated May 30, 2017

ACE Limited Annual Report, dated December 31, 2013

ACE Limited Annual Report, dated December 31, 2014

ACE American Insurance Company Annual Statement, dated December 31, 2017

ACE American Insurance Company Annual Statement, dated December 31, 2018

ACE American Insurance Company Annual Statement, dated December 31, 2019

The Chubb Corporation U.S. Property and Casualty Insurance Group Audited Consolidated Financial Statements, dated May 21, 2015

Chubb Insurance Company of Europe SE Solvency and Financial Condition Report, dated December 31, 2016

Chubb U.S. Group of Insurance Best's Credit Ratings for Group Members, dated December 13, 2018

Federal Insurance Company and its U.S. Subsidiaries Management's Discussion & Analysis Statutory Basis, dated December 31, 2016

Federal Insurance Company Reinsurance Attestation Supplement for the Year 2016, dated December 31, 2016

Federal Insurance Company Investment Annual Statement, dated February 28, 2017

Federal Insurance Company and its U.S. Insurance Subsidiaries Audited Consolidated Financial Statements, dated May 30, 2017

Federal Insurance Company Combined Statutory Financial Statements, dated June 1, 2018

Federal Insurance Company Annual Statement, dated December 31, 2017

Federal Insurance Company Annual Statement, dated December 31, 2018

Federal Insurance Company Annual Statement, dated December 31, 2019



*Fair Isaac Corporation v. Federal Insurance Company and ACE American Insurance Company***SECOND SUPPLEMENTAL SCHEDULE 2.0: Documents Considered**

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**Financial Filings** (Continued)

INA Holdings Combined Statutory Financial Statements, dated May 23, 2016  
INA Holdings Combined Statutory Financial Statements, dated May 25, 2017  
INA Holdings Combined Statutory Financial Statements, dated May 24, 2018  
Statement of Actuarial Opinion, dated February 27, 2017

**Other**

26 U.S. Code Subchapter A – IRC § 1501 Privilege to File Consolidated Returns  
26 U.S. Code Subchapter A – IRC § 1503 Computation and Payment of Tax  
26 U.S. Code Subchapter A – IRC § 1504 Definition  
26 U.S. Code Subchapter A – IRC § 1552 Earnings and Profits  
Copyright Act (17 U.S.C. § 504(b))  
FASB Accounting Standards Codification 810 – Consolidated Financial Statement Scope and Scope Exceptions 810-10-15-8  
A.M. Best Methodology, “Rating Members of Insurance Groups,” December 15, 2014  
A.M. Best, “YE 2015 Federal Insurance Company (002084) Best’s Credit Report Archive, Business Profile for Chubb Corp  
Best’s Credit Ratings for Group Members, Chubb U.S. Group of Ins Cos (000012)  
*Calculating Intellectual Property Infringement Damages*, AICPA Practice Aid, 3rd Ed. (2012); and 17 U.S.C § 504(b).  
Supplemental Expert Report of R. Bickley (Bick) Whitener, dated May 8, 2020  
<https://www.fico.com>  
<https://www.investopedia.com>  
<https://www.tdi.texas.gov>



*Fair Isaac Corporation v. Federal Insurance Company and ACE American Insurance Company***SECOND SUPPLEMENTAL SCHEDULE 8.0: Summary of Defendants' Domestic Gross Written Premium**

Domestic Applications	March 31, 2016 to May 2020 (a)			
	Defendants Only	Subsidiaries of Defendants	Pooling Entities (Not Subsidiaries) of Defendants	Defendants, Subsidiaries and Pooling Entities (b)
<i>Undisputed Applications</i>				
Commercial Underwriting Workstation (CUW)	\$ 7,656,976,368	\$ 3,663,148,142	\$ 1,427,268,700	\$ 12,747,393,210
CSI eXPRESS (c)	4,783,945,129	132,704,843	94,672,823	5,011,322,794
Premium Booking	1,750,877,402	-	-	1,750,877,402
Texas Accident Prevention System (TAPS)	462,805,017	270,951,408	110,550,113	844,306,538
Individual Rate Modification Application (IRMA)	223,406,656	69,554,858	7,355,485	300,316,999
Decision Point	18,101,109	1,117,772	34,636	19,253,516
<i>Disputed Application</i>				
Cornerstone	\$ 518,138,795	\$ (3,510,098)	\$ 14,281,786	\$ 528,910,484
Undisputed Total	\$ 14,896,111,681	\$ 4,137,477,023	\$ 1,639,881,756	\$ 20,673,470,459
Disputed Total	518,138,795	(3,510,098)	14,281,786	528,910,484
<b>TOTAL</b>	<b>\$ 15,414,250,476</b>	<b>\$ 4,133,966,925</b>	<b>\$ 1,654,163,542</b>	<b>\$ 21,202,380,943</b>

*Note/Source(s):*

- (a) See **Second Supplemental Schedules 10.3-10.6** and **12.0**. Defendants identified in its interrogatory responses that the Blaze Advisor component was removed from the applications used in the United States by May 2020. (Defendants' Ninth Supplemental Answer to Plaintiff's Interrogatory No. 17, dated September 24, 2020.)
- (b) This is equaled to the sum of (i) Defendants Only; (ii) Subsidiaries of Defendants; and (iii) Pooling Entities of Defendants.
- (c) I understand the gross written premium reported for CSI eXPRESS includes premium related to the Automated Renewals Process and Profitability Indicator applications. Further, CSI eXPRESS, Automated Renewals Process and Profitability Indicator are all used in connection with the same gross written premium policies. (Harkin Deposition at 72-74; Federal Insurance Company's Fifth Supplemental Answer to Plaintiff's Interrogatory No. 16 and Sixth Supplemental Answer to Plaintiff's Interrogatory No. 17, dated March 21, 2019 at 3-5, 11-13; Defendants' Ninth Supplemental Answer to Plaintiff's Interrogatory No. 17, dated September 24, 2019.)

*Fair Isaac Corporation v. Federal Insurance Company and ACE American Insurance Company***SECOND SUPPLEMENTAL SCHEDULE 8.1: Defendants' Domestic Gross Written Premium - Damages Period (March 31, 2016 to December 31, 2016)**

Domestic Applications	March 31, 2016 to December 31, 2016 (a)			
	Defendants Only	Subsidiaries of Defendants	Pooling Entities (Not Subsidiaries) of Defendants	Defendants, Subsidiaries and Pooling Entities (b)
<u>Undisputed Applications</u>				
Commercial Underwriting Workstation (CUW)	\$ 2,022,459,201	\$ 686,129,673	\$ 94,011,508	\$ 2,802,600,382
CSI eXPRESS (c)	971,764,605	36,316,129	-	1,008,080,734
Premium Booking	380,416,844	-	-	380,416,844
Texas Accident Prevention System (TAPS)	108,529,977	106,890,502	-	215,420,480
Individual Rate Modification Application (IRMA)	51,946,495	17,029,141	-	68,975,636
Decision Point	2,538,893	141,846	-	2,680,739
<u>Disputed Application</u>				
Cornerstone	\$ 166,701,803	\$ (8,498,873)	\$ -	\$ 158,202,931
Undisputed Total	\$ 3,537,656,016	\$ 846,507,291	\$ 94,011,508	\$ 4,478,174,815
Disputed Total	166,701,803	(8,498,873)	-	158,202,931
<b>TOTAL</b>	<b>\$ 3,704,357,819</b>	<b>\$ 838,008,419</b>	<b>\$ 94,011,508</b>	<b>\$ 4,636,377,746</b>

Note/Source(s):

- (a) See **Second Supplemental Schedules 10.3-10.6** and **12.0**.
- (b) This is equaled to the sum of (i) Defendants Only; (ii) Subsidiaries of Defendants; and (iii) Pooling Entities of Defendants.
- (c) I understand the gross written premium reported for CSI eXPRESS includes premium related to the Automated Renewals Process and Profitability Indicator applications. Further, CSI eXPRESS, Automated Renewals Process and Profitability Indicator are all used in connection with the same gross written premium policies. (Harkin Deposition at 72-74; Federal Insurance Company's Fifth Supplemental Answer to Plaintiff's Interrogatory No. 16 and Sixth Supplemental Answer to Plaintiff's Interrogatory No. 17, dated March 21, 2019 at 3-5, 11-13; Defendants' Ninth Supplemental Answer to Plaintiff's Interrogatory No. 17, dated September 24, 2019.)

*Fair Isaac Corporation v. Federal Insurance Company and ACE American Insurance Company***SECOND SUPPLEMENTAL SCHEDULE 8.2: Defendants' Domestic Gross Written Premium - Damages Period (January 1, 2017 to May 2020)**

Domestic Applications	January 1, 2017 to May 2020 (a)			
	Defendants Only	Subsidiaries of Defendants	Pooling Entities (Not Subsidiaries) of Defendants	Defendants, Subsidiaries and Pooling Entities (b)
<u>Undisputed Applications</u>				
Commercial Underwriting Workstation (CUW)	\$ 5,634,517,167	\$ 2,977,018,469	\$ 1,333,257,192	\$ 9,944,792,828
CSI eXPRESS (c)	3,812,180,524	96,388,713	94,672,823	4,003,242,060
Premium Booking	1,370,460,558	-	-	1,370,460,558
Texas Accident Prevention System (TAPS)	354,275,039	164,060,906	110,550,113	628,886,058
Individual Rate Modification Application (IRMA)	171,460,161	52,525,717	7,355,485	231,341,363
Decision Point	15,562,215	975,926	34,636	16,572,777
<u>Disputed Application</u>				
Cornerstone	\$ 351,436,992	\$ 4,988,775	\$ 14,281,786	\$ 370,707,553
Undisputed Total	\$ 11,358,455,665	\$ 3,290,969,731	\$ 1,545,870,248	\$ 16,195,295,644
Disputed Total	351,436,992	4,988,775	14,281,786	370,707,553
<b>TOTAL</b>	<b>\$ 11,709,892,657</b>	<b>\$ 3,295,958,506</b>	<b>\$ 1,560,152,034</b>	<b>\$ 16,566,003,197</b>

Note/Source(s):

- (a) See **Second Supplemental Schedules 10.3-10.6** and **12.0**. Defendants identified in its interrogatory responses that the Blaze Advisor component was removed from the applications used in the United States by May 2020. (Defendants' Ninth Supplemental Answer to Plaintiff's Interrogatory No. 17, dated September 24, 2020.)
- (b) This is equaled to the sum of (i) Defendants Only; (ii) Subsidiaries of Defendants; and (iii) Pooling Entities of Defendants.
- (c) I understand the gross written premium reported for CSI eXPRESS includes premium related to the Automated Renewals Process and Profitability Indicator applications. Further, CSI eXPRESS, Automated Renewals Process and Profitability Indicator are all used in connection with the same gross written premium policies. (Harkin Deposition at 72-74; Federal Insurance Company's Fifth Supplemental Answer to Plaintiff's Interrogatory No. 16 and Sixth Supplemental Answer to Plaintiff's Interrogatory No. 17, dated March 21, 2019 at 3-5, 11-13; Defendants' Ninth Supplemental Answer to Plaintiff's Interrogatory No. 17, dated September 24, 2020.)

*Fair Isaac Corporation v. Federal Insurance Company and ACE American Insurance Company***SECOND SUPPLEMENTAL SCHEDULE 9.0A: Summary of Gross Written Premium – Accused Foreign Unauthorized Use***April 21, 2010 to October 2019 (a)*

<b>Foreign Applications</b>	<b>Region</b>	<b>Total Gross Written Premium by Foreign Insurance Companies</b>
<i>Undisputed Applications</i>		
ADAPT	Australia	\$ 165,689,299
ADAPT	Europe	326,366,368
ADAPT (b)	U.K.	205,090,000
Evolution (c)	Canada	1,401,176,065
EZER	Europe	1,049,110,261
EZER (d)	U.K.	15,477
<b>TOTAL</b>	<b>\$</b>	<b>3,147,447,470</b>

*Note/Source(s):*

- (a) See **Second Supplemental Schedules 11.3 and 12.0**. I have calculated the total gross written premium connected to the use of Blaze Advisor in the sale of insurance by foreign insurance companies starting at six (6) years before the filing date of April 21, 2016 (i.e., April 21, 2010). (Order, dated March 23, 2021.) Additionally, Defendants identified in its interrogatory responses that the Blaze Advisor component was removed from the applications used in U.K., Canada and Europe by October 2019. (Defendants' Seventh Supplemental Answer to Plaintiff's Interrogatory No. 18, dated June 18, 2020; Defendants' Seventh Supplemental Answer to Plaintiff's Interrogatory No. 19, dated September 24, 2020; Defendants' Seventh Supplemental Answer to Plaintiff's Interrogatory No. 20, dated July 17, 2020.)
- (b) See, generally, Supplemental Expert Report of R. Bickley (Bick) Whitener, dated May 8, 2020 at 4-7; Federal Insurance Company's Fourth Supplemental Answer to Plaintiff's Interrogatory No. 18, dated January 21, 2019 at 2-4; Federal Insurance Company's Third Supplemental Answer to Plaintiff's Interrogatory No. 18, dated December 14, 2018 at 4. These interrogatory responses do not identify the writing company for ADAPT (U.K.) gross written premium and additionally, all subsequent interrogatory responses to No. 18 have omitted the gross written premium for ADAPT (U.K.). Accordingly, I have assumed that the writing company for ADAPT (U.K.) gross written premium is U.K. Federal, which is the U.K. branch of Federal. Further, I understand that Defendants' Seventh Supplemental Answer to Plaintiff's Interrogatory No. 20, dated July 17, 2020, acknowledges that the gross written premium reported for ADAPT (Europe) includes ADAPT (U.K.). However, this reported gross written premium for ADAPT (Europe) is the same as the reported gross written premium for ADAPT (Europe) alone in Defendants' Fourth, Fifth and Sixth Supplemental Answers to Plaintiff's Interrogatory No. 20, dated February 28, 2019, March 21, 2019 and June 18, 2020, respectively.
- (c) I understand the Evolution (Canada) and Broker Site (Canada) applications share the same underlying database and therefore report the same gross written premium. (Harkin Deposition at 206-209.)
- (d) I understand the writing company for EZER (U.K.) is U.K. Federal, which is the U.K. branch of Federal, and has reported gross written premium through year 2018. (Harkin Deposition at 153-155.)

*Fair Isaac Corporation v. Federal Insurance Company and ACE American Insurance Company***SECOND SUPPLEMENTAL SCHEDULE 9.0B: Summary of Gross Written Premium – Accused Infringement Supporting Sale of Insurance in Foreign Country**

<i>March 31, 2016 to September 30, 2019 (a)</i>						
<b>Foreign Applications</b>	<b>Region</b>	<b>Defendants Only</b>	<b>Subsidiaries of Defendants</b>	<b>Pooling Entities (Not Subsidiaries) of Defendants</b>	<b>Defendants, Subsidiaries and Pooling Entities (b)</b>	
<i>Undisputed Applications</i>						
Evolution (c)	Canada	\$ -	\$ 154,380,023	\$ -	\$ 154,380,023	

*Note/Source(s):*

- (a) See **Second Supplemental Schedules 11.3B and 12.0**. Defendants identified in its interrogatory responses that the Blaze Advisor component was removed from the Evolution application by October 2019. (Defendants' Seventh Supplemental Answer to Plaintiff's Interrogatory No. 19, dated September 24, 2020.)
- (b) This is equaled to the sum of (i) Defendants Only; (ii) Subsidiaries of Defendants; and (iii) Pooling Entities of Defendants.
- (c) I understand the Evolution (Canada) and Broker Site (Canada) applications share the same underlying database and therefore report the same gross written premium. (Harkin Deposition at 206-209.) Additionally, I understand Chubb Insurance Company of Canada was no longer a subsidiary of Federal by September 30, 2016. Accordingly, 1/2 of the gross written premium reported for year 2016 were included in this analysis. (Taylor Deposition at 85; FED006483-484; Pandey Deposition at Exhibit 527.)

*Fair Isaac Corporation v. Federal Insurance Company and ACE American Insurance Company***SECOND SUPPLEMENTAL SCHEDULE 10.3: Summary of Domestic Gross Written Premium by Application - Defendants, Subsidiaries and Pooling Entities (a)**

Application (b)	Mar 31 - Dec 31		2017		2018		2019		Jan - Jun 2020 (d)	Total
	2016 (c)									
Commercial Underwriting Workstation (CUW)										
Federal, Subsidiaries and Pooling Entities	\$ 2,564,138,001 (f)	\$	2,526,036,363		n/a		n/a		n/a	\$ 5,090,174,364
ACE American, Subsidiaries and Pooling Entities	238,462,381		883,090,822		n/a		n/a		n/a	1,121,553,203
Defendants, Subsidiaries and Pooling Entities	n/a		n/a		2,882,872,838		3,652,792,805		-	6,535,665,643
Total	\$ 2,802,600,382	\$	3,409,127,185	\$	2,882,872,838	\$	3,652,792,805	\$	-	\$ 12,747,393,210
CSI eXPRESS (e)	\$ 1,008,080,734 (f)	\$	1,358,180,203	\$	1,241,993,390	\$	1,277,242,740	\$	125,825,726	\$ 5,011,322,794
Premium Booking	380,416,844		442,839,932		500,850,829		426,769,797		-	1,750,877,402
Texas Accident Prevention System (TAPS)	215,420,480		252,219,200		216,490,943		160,175,914		-	844,306,538
Cornerstone	158,202,931 (f)		248,313,042		122,400,980		(6,469)		-	528,910,484
Individual Rate Modification Application (IRMA)	68,975,636 (f)		89,449,543		80,968,955		60,922,865		-	300,316,999
Decision Point	2,680,739		4,319,856		4,779,439		5,846,994		1,626,488	19,253,516
<b>TOTAL</b>	<b>\$ 4,636,377,746</b>	<b>\$</b>	<b>5,804,448,961</b>	<b>\$</b>	<b>5,050,357,375</b>	<b>\$</b>	<b>5,583,744,647</b>	<b>\$</b>	<b>127,452,214</b>	<b>\$ 21,202,380,943</b>

Note/Source(s):

- (a) This schedule includes gross written premium from all writing companies reported in Defendants' interrogatory responses that are the Defendants, subsidiaries of the Defendants and/or participate in a pooling arrangement with the Defendants. I understand the Defendants participated in the same intercompany pool in 2018. (**Second Supplemental Schedules 12.0 and 13.2.**)
- (b) The CUW application is the only application for which Defendants reported gross written premium from ACE American subsidiaries. All other domestic applications only report gross written premium from Federal and subsidiaries. (Harkin Deposition at 19-20.)
- (c) I understand that copyright remedies start at the termination date of the SLM Agreement (i.e., March 31, 2016) for the domestic applications. I have adjusted the gross written premium accordingly. (FED004437\_0001.)
- (d) Defendants identified in its interrogatory response that the Blaze Advisor component was removed from the applications used in the United States by May 2020. (Defendants' Ninth Supplemental Answer to Plaintiff's Interrogatory No. 17, dated September 24, 2020.)
- (e) I understand the gross written premium reported for CSI eXPRESS includes premium related to the Automated Renewals Process and Profitability Indicator applications. Further, CSI eXPRESS, Automated Renewals Process and Profitability Indicator are all used in connection with the same gross written premium policies. (Harkin Deposition at 72-74; Federal Insurance Company's Fifth Supplemental Answer to Plaintiff's Interrogatory No. 16 and Sixth Supplemental Answer to Plaintiff's Interrogatory No. 17, dated March 21, 2019 at 3-5, 11-13; Defendants' Ninth Supplemental Answer to Plaintiff's Interrogatory No. 17, dated September 24, 2020.)
- (f) I understand Chubb Insurance Company of Canada was no longer a subsidiary of Federal by September 30, 2016. Accordingly, 1/2 of the gross written premium reported for year 2016 were included in this analysis. (Taylor Deposition at 85; FED006483-484; Pandey Deposition at Exhibit 527.)

*Fair Isaac Corporation v. Federal Insurance Company and ACE American Insurance Company***SECOND SUPPLEMENTAL SCHEDULE 10.4: Summary of Domestic Gross Written Premium by Application - Defendants Only (a)**

Application (b)	Mar 31 - Dec 31						Jan - Jun		Total
	2016 (c)	2017	2018	2019	2020 (d)				
Commercial Underwriting Workstation (CUW)									
Federal	\$ 1,940,106,488	\$ 1,637,912,514	\$ 1,404,328,456	\$ 1,541,359,386	\$ -	\$ 6,523,706,844			
ACE American	82,352,713	354,885,927	274,751,661	421,279,223	-	1,133,269,524			
Total	\$ 2,022,459,201	\$ 1,992,798,441	\$ 1,679,080,117	\$ 1,962,638,609	\$	7,656,976,368			
CSI eXPRESS (e)									
Premium Booking	\$ 971,764,605	\$ 1,234,014,618	\$ 1,210,422,408	\$ 1,245,374,022	\$ 122,369,475	\$ 4,783,945,129			
Texas Accident Prevention System (TAPS)	380,416,844	442,839,932	500,850,829	426,769,797	-	1,750,877,402			
Cornerstone	108,529,977	144,179,732	123,103,492	86,991,815	-	462,805,017			
Individual Rate Modification Application (IRMA)	166,701,803	235,297,734	116,145,727	(6,469)	-	518,138,795			
Decision Point	51,946,495	66,294,343	59,180,524	45,985,295	-	223,406,656			
	2,538,893	3,965,783	4,542,690	5,489,185	1,564,557	18,101,109			
TOTAL	\$ 3,704,357,819	\$ 4,119,390,583	\$ 3,693,325,787	\$ 3,773,242,255	\$ 123,934,032	\$ 15,414,250,476			

Note/Source(s):

- (a) This schedule includes gross written premium from the Defendants reported in Defendants' interrogatory responses. (See **Second Supplemental Schedule 12.0**.)
- (b) The CUW application is the only application for which Defendants reported gross written premium from ACE American subsidiaries. All other domestic applications only report gross written premium from Federal and subsidiaries. (Harkin Deposition at 19-20.)
- (c) I understand that copyright remedies start at the termination date of the SLM Agreement (i.e., March 31, 2016) for the domestic applications. I have adjusted the gross written premium accordingly. (FED004437\_0001.)
- (d) Defendants identified in its interrogatory response that the Blaze Advisor component was removed from applications used in the United States by May 2020. (Defendants' Ninth Supplemental Answer to Plaintiff's Interrogatory No. 17, dated September 24, 2020.)
- (e) I understand the gross written premium reported for CSI eXPRESS includes premium related to the Automated Renewals Process and Profitability Indicator applications. Further, CSI eXPRESS, Automated Renewals Process and Profitability Indicator are all used in connection with the same gross written premium policies. (Harkin Deposition at 72-74; Federal Insurance Company's Fifth Supplemental Answer to Plaintiff's Interrogatory No. 16 and Sixth Supplemental Answer to Plaintiff's Interrogatory No. 17, dated March 21, 2019 at 3-5, 11-13; Defendants' Ninth Supplemental Answer to Plaintiff's Interrogatory No. 17, dated September 24, 2020.)

*Fair Isaac Corporation v. Federal Insurance Company and ACE American Insurance Company***SECOND SUPPLEMENTAL SCHEDULE 10.5: Summary of Domestic Gross Written Premium by Application - Defendants and Subsidiaries (a)**

Application (b)	Mar 31 - Dec 31 2016 (c)	2017	2018	2019	Jan - Jun 2020 (d)	Total
Commercial Underwriting Workstation (CUW)						
Federal	\$ 2,564,138,001 (f)	\$ 2,337,937,891	\$ 2,008,441,442	\$ 2,232,451,736	\$ -	\$ 9,142,969,070
ACE American	144,450,873	632,448,388	528,820,023	871,436,156	-	2,177,155,440
Total	\$ 2,708,588,874	\$ 2,970,386,279	\$ 2,537,261,465	\$ 3,103,887,892		\$ 11,320,124,510
CSI eXPRESS (e)	\$ 1,008,080,734 (f)	\$ 1,264,572,467	\$ 1,241,507,203	\$ 1,276,711,443	\$ 125,778,123	\$ 4,916,649,972
Premium Booking	380,416,844	442,839,932	500,850,829	426,769,797	-	1,750,877,402
Texas Accident Prevention System (TAPS)	215,420,480	206,451,138	178,530,784	133,354,023	-	733,756,425
Cornerstone	158,202,931 (f)	238,528,607	117,903,629	(6,469)	-	514,628,698
Individual Rate Modification Application (IRMA)	68,975,636 (f)	86,575,277	78,382,905	59,027,695	-	292,961,514
Decision Point	2,680,739	4,285,220	4,779,439	5,846,994	1,626,488	19,218,880
<b>TOTAL</b>	<b>\$ 4,542,366,238</b>	<b>\$ 5,213,638,920</b>	<b>\$ 4,659,216,255</b>	<b>\$ 5,005,591,377</b>	<b>\$ 127,404,611</b>	<b>\$ 19,548,217,401</b>

Note/Source(s):

- (a) This schedule includes gross written premium from all writing companies reported in Defendants' interrogatory responses that are the Defendants and/or subsidiaries of the Defendants. (See **Second Supplemental Schedule 12.0** and **Supplemental Schedule 13.3**.)
- (b) The CUW application is the only application for which Defendants reported gross written premium from ACE American subsidiaries. All other domestic applications only report gross written premium from Federal and subsidiaries. (Harkin Deposition at 19-20.)
- (c) I understand that copyright remedies start at the termination date of the SLM Agreement (i.e., March 31, 2016) for the domestic applications. I have adjusted the gross written premium accordingly. (FED004437\_0001.)
- (d) Defendants identified in its interrogatory response that the Blaze Advisor component was removed from applications used in the United States by May 2020. (Defendants' Ninth Supplemental Answer to Plaintiff's Interrogatory No. 17, dated September 24, 2020.)
- (e) I understand the gross written premium reported for CSI eXPRESS includes premium related to the Automated Renewals Process and Profitability Indicator applications. Further, CSI eXPRESS, Automated Renewals Process and Profitability Indicator are all used in connection with the same gross written premium policies. (Harkin Deposition at 72-74; Federal Insurance Company's Fifth Supplemental Answer to Plaintiff's Interrogatory No. 16 and Sixth Supplemental Answer to Plaintiff's Interrogatory No. 17, dated March 21, 2019 at 3-5, 11-13; Defendants' Ninth Supplemental Answer to Plaintiff's Interrogatory No. 17, dated September 24, 2020.)
- (f) I understand Chubb Insurance Company of Canada was no longer a subsidiary of Federal by September 30, 2016. Accordingly, 1/2 of the gross written premium reported for year 2016 were included in this analysis. (Taylor Deposition at 85; FED006483-484; Pandey Deposition at Exhibit 527.)



*Fair Isaac Corporation v. Federal Insurance Company and ACE American Insurance Company***SECOND SUPPLEMENTAL SCHEDULE 10.6: Summary of Domestic Gross Written Premium by Application - Defendants Pooling Entities Only (a)**

Application (b)	Mar 31 - Dec 31 2016 (c)		2017	2018	2019	Jan - Jun 2020 (d)	Total
Commercial Underwriting Workstation (CUW)							
Federal	\$	-	\$ 188,098,472	n/a	n/a	n/a	\$ 188,098,472
ACE American		94,011,508	250,642,434	n/a	n/a	n/a	344,653,942
Defendants		n/a	n/a	345,611,373	548,904,913	-	894,516,286
Total	\$	94,011,508	\$ 438,740,906	\$ 345,611,373	\$ 548,904,913	\$ -	\$ 1,427,268,700
CSI eXPRESS (e)	\$	-	\$ 93,607,736	\$ 486,187	\$ 531,297	\$ 47,603	\$ 94,672,823
Premium Booking		-	-	-	-	-	-
Texas Accident Prevention System (TAPS)		-	45,768,063	37,960,159	26,821,891	-	110,550,113
Cornerstone		-	9,784,435	4,497,351	-	-	14,281,786
Individual Rate Modification Application (IRMA)		-	2,874,266	2,586,050	1,895,170	-	7,355,485
Decision Point		-	34,636	-	-	-	34,636
<b>TOTAL</b>	<b>\$</b>	<b>94,011,508</b>	<b>\$ 590,810,041</b>	<b>\$ 391,141,120</b>	<b>\$ 578,153,271</b>	<b>\$ 47,603</b>	<b>\$ 1,654,163,542</b>

Note/Source(s):

- (a) This schedule includes gross written premium from all writing companies reported in Defendants' interrogatory responses that participate in a pooling arrangement with the Defendants, but are not subsidiaries of the Defendants. (See **Second Supplemental Schedule 12.0** and **Supplemental Schedule 13.4**.)
- (b) The CUW application is the only application for which Defendants reported gross written premium from ACE American subsidiaries. All other domestic applications only report gross written premium from Federal and subsidiaries. (Harkin Deposition at 19-20.)
- (c) I understand that copyright remedies start at the termination date of the SLM Agreement (i.e., March 31, 2016) for the domestic applications. I have adjusted the gross written premium accordingly. (FED004437\_0001.)
- (d) Defendants identified in its interrogatory response that the Blaze Advisor component was removed from applications used in the United States by May 2020. (Defendants' Ninth Supplemental Answer to Plaintiff's Interrogatory No. 17, dated September 24, 2020.)
- (e) I understand the gross written premium reported for CSI eXPRESS includes premium related to the Automated Renewals Process and Profitability Indicator applications. Further, CSI eXPRESS, Automated Renewals Process and Profitability Indicator are all used in connection with the same gross written premium policies. (Harkin Deposition at 72-74; Federal Insurance Company's Fifth Supplemental Answer to Plaintiff's Interrogatory No. 16 and Sixth Supplemental Answer to Plaintiff's Interrogatory No. 17, dated March 21, 2019 at 3-5, 11-13; Defendants' Ninth Supplemental Answer to Plaintiff's Interrogatory No. 17, dated September 24, 2020.)

*Fair Isaac Corporation v. Federal Insurance Company and ACE American Insurance Company***SECOND SUPPLEMENTAL SCHEDULE 11.3A: Summary of Gross Written Premium – Accused Foreign Unauthorized Use by Application (a)**

Application	Region	Apr 21 - Dec 31										Jan - Jun 2020 (c)	Total
		2010 (b)	2011	2012	2013	2014	2015	2016	2017	2018	2019		
ADAPT	Australia	\$ 15,715,220	\$ 27,290,943	\$ 27,629,836	\$ 26,082,845	\$ 24,070,834	\$ 19,344,525	\$ 16,627,093	\$ 5,758,309	\$ 3,039,423	\$ 130,271	-	\$ 165,689,299
ADAPT	Europe	-	-	42,092,398	63,402,809	60,130,370	61,438,935	47,695,132	40,226,219	11,278,716	101,788	-	326,366,368
ADAPT (d)	U.K.	-	-	21,681,000	35,614,000	36,339,000	40,371,000	30,991,000	29,812,000	10,282,000	-	-	205,090,000
Evolution (e)	Canada	-	-	-	-	-	158,330,677	306,522,654	319,812,199	337,972,007	278,538,528	-	1,401,176,065
EZER	Europe	-	-	202,142,348	200,554,401	196,353,338	179,188,308	156,849,666	109,376,325	4,438,273	207,603	-	1,049,110,261
EZER	U.K.	-	-	-	-	7,833	3,515	4,130	-	-	-	-	15,477
<b>TOTAL</b>		<b>\$ 15,715,220</b>	<b>\$ 27,290,943</b>	<b>\$ 293,545,582</b>	<b>\$ 325,654,054</b>	<b>\$ 316,901,374</b>	<b>\$ 458,676,960</b>	<b>\$ 558,689,675</b>	<b>\$ 504,985,052</b>	<b>\$ 367,010,419</b>	<b>\$ 278,978,189</b>	<b>\$ -</b>	<b>\$ 3,147,447,470</b>

Note/Source(s):

- (a) This schedule includes gross written premium in connection with the sale of insurance by its foreign insurance companies reported in Defendants' interrogatory responses. (**Second Supplemental Schedules 12.0.**)
- (b) I have calculated the total gross written premium connected to the use of Blaze Advisor in the sale of insurance by foreign insurance companies starting at six (6) years before the filing date of April 21, 2016 (i.e., April 21, 2010). (Order, dated March 23, 2021.)
- (c) Defendants identified in its interrogatory responses that the Blaze Advisor component was removed from the applications used in U.K., Canada, Europe and Australia by October 2019. (Defendants' Seventh Supplemental Answer to Plaintiff's Interrogatory No. 18, dated June 18, 2020; Defendants' Seventh Supplemental Answer to Plaintiff's Interrogatory No. 19, dated September 24, 2020; Defendants' Seventh Supplemental Answer to Plaintiff's Interrogatory No. 20, dated July 17, 2020.)
- (d) *See*, generally, Supplemental Expert Report of R. Bickley (Bick) Whitener, dated May 8, 2020 at 4-7; Federal Insurance Company's Fourth Supplemental Answer to Plaintiff's Interrogatory No. 18, dated January 21, 2019 at 2-4; Federal Insurance Company's Third Supplemental Answer to Plaintiff's Interrogatory No. 18, dated December 14, 2018 at 4. These interrogatory responses do not identify the writing company for ADAPT (U.K.) gross written premium and additionally, all subsequent interrogatory responses to No. 18 have omitted the gross written premium for ADAPT (U.K.). Accordingly, I have assumed that the writing company for ADAPT (U.K.) gross written premium is U.K. Federal, which is the U.K. branch of Federal. Further, I understand that Defendants' Seventh Supplemental Answer to Plaintiff's Interrogatory No. 20, dated July 17, 2020, acknowledges that the gross written premium reported for ADAPT (Europe) includes ADAPT (U.K.). However, this reported gross written premium for ADAPT (Europe) is the same as the reported gross written premium for ADAPT (Europe) alone in Defendants' Fourth, Fifth and Sixth Supplemental Answers to Plaintiff's Interrogatory No. 20, dated February 28, 2019, March 21, 2019 and June 18, 2020, respectively.
- (e) Defendants reported that the Evolution (Canada) and Broker Site (Canada) applications share the same underlying database and therefore report the same gross written premium. (Harkin Deposition at 206-209.)

*Fair Isaac Corporation v. Federal Insurance Company and ACE American Insurance Company***SECOND SUPPLEMENTAL SCHEDULE 11.3B: Summary of Gross Written Premium – Accused Infringement Supporting Sale of Insurance in Foreign Country by Application (a)**

Application	Region	Mar 31 - Dec 31				Jan - Jun		Total
		2016 (b)	2017	2018	2019	2020 (c)		
Evolution (d)	Canada	\$ 154,380,023	\$ -	\$ -	\$ -	\$ -	\$ -	154,380,023

Note/Source(s):

- (a) This schedule includes gross written premium from all writing companies reported per Defendants' interrogatory responses that is Federal, subsidiaries of Federal and/or participate in a pooling arrangement with Federal. Further, I understand ACE American and subsidiaries do not report gross written premium for foreign applications. (Harkin Deposition at 19-20; **Second Supplemental Schedule 12.0** and **Supplemental Schedule 13.2**.)
- (b) I understand that copyright remedies start at the termination date of the SLM Agreement (i.e., March 31, 2016) for the foreign applications. I have adjusted the gross written premium accordingly (FED004437\_0001.)
- (c) Defendants identified in its interrogatory responses that the Blaze Advisor component was removed from the Evolution application by October 2019. (Defendants' Seventh Supplemental Answer to Plaintiff's Interrogatory No. 19, dated September 24, 2020.)
- (d) Defendants reported that the Evolution (Canada) and Broker Site (Canada) applications share the same underlying database and therefore report the same gross written premium. (Harkin Deposition at 206-209.) I understand Chubb Insurance Company of Canada was no longer a subsidiary of Federal by September 30, 2016. Accordingly, 1/2 of the gross written premium reported for year 2016 were included in this analysis. (Taylor Deposition at 85; FED006483-484; Pandey Deposition at Exhibit 527.)

*Fair Isaac Corporation v. Federal Insurance Company and ACE American Insurance Company***SECOND SUPPLEMENTAL SCHEDULE 12.0: Consolidated Gross Written Premium Detail (a)**

Application	Foreign/ Domestic	Year	Gross Written Premium	StoneTurn Writing Company (b)	
ADAPT (Australia)	Foreign	2010	\$ 22,509,741	Chubb Insurance Company of Australia Ltd.	
ADAPT (Australia)	Foreign	2011	\$ 27,290,943	Chubb Insurance Company of Australia Ltd.	
ADAPT (Australia)	Foreign	2012	\$ 27,629,836	Chubb Insurance Company of Australia Ltd.	
ADAPT (Australia)	Foreign	2013	\$ 26,082,845	Chubb Insurance Company of Australia Ltd.	
ADAPT (Australia)	Foreign	2014	\$ 24,070,834	Chubb Insurance Company of Australia Ltd.	
ADAPT (Australia)	Foreign	2015	\$ 19,344,525	Chubb Insurance Company of Australia Ltd.	
ADAPT (Australia)	Foreign	2016	\$ 16,627,093	Chubb Insurance Company of Australia Ltd.	
ADAPT (Australia)	Foreign	2017	\$ 5,758,309	Chubb Insurance Company of Australia Ltd.	
ADAPT (Australia)	Foreign	2018	\$ 3,039,423	Chubb Insurance Company of Australia Ltd.	
ADAPT (Australia)	Foreign	2019	\$ 130,271	Chubb Insurance Company of Australia Ltd.	
ADAPT (Europe)	Foreign	2012	\$ 42,092,398	Chubb Insurance Company of Europe SE	(c)
ADAPT (Europe)	Foreign	2013	\$ 63,402,809	Chubb Insurance Company of Europe SE	(c)
ADAPT (Europe)	Foreign	2014	\$ 60,130,370	Chubb Insurance Company of Europe SE	(c)
ADAPT (Europe)	Foreign	2015	\$ 61,438,935	Chubb Insurance Company of Europe SE	(c)
ADAPT (Europe)	Foreign	2016	\$ 47,695,132	Chubb Insurance Company of Europe SE	(c)
ADAPT (Europe)	Foreign	2017	\$ 40,226,219	Chubb European Group, SE	
ADAPT (Europe)	Foreign	2018	\$ 11,278,716	Chubb European Group, SE	
ADAPT (Europe)	Foreign	2019	\$ 101,788	Chubb European Group, SE	
ADAPT (Europe)	Foreign	2020	\$ -	Chubb European Group, SE	
ADAPT (UK)	Foreign	2012	\$ 21,681,000	Federal Insurance Company	(g)
ADAPT (UK)	Foreign	2013	\$ 35,614,000	Federal Insurance Company	(g)
ADAPT (UK)	Foreign	2014	\$ 36,339,000	Federal Insurance Company	(g)
ADAPT (UK)	Foreign	2015	\$ 40,371,000	Federal Insurance Company	(g)
ADAPT (UK)	Foreign	2016	\$ 30,991,000	Federal Insurance Company	(g)
ADAPT (UK)	Foreign	2017	\$ 29,812,000	Federal Insurance Company	(g)
ADAPT (UK)	Foreign	2018	\$ 10,282,000	Federal Insurance Company	(g)
Broker Site (Canada)	Foreign	2015	\$ 158,330,677	Chubb Insurance Company of Canada	
Broker Site (Canada)	Foreign	2016	\$ 306,522,654	Chubb Insurance Company of Canada	
Broker Site (Canada)	Foreign	2017	\$ 319,812,199	Chubb Insurance Company of Canada	
Broker Site (Canada)	Foreign	2018	\$ 337,972,007	Chubb Insurance Company of Canada	
Broker Site (Canada)	Foreign	2019	\$ 278,538,528	Chubb Insurance Company of Canada	
Cornerstone	Domestic	2016	\$ 7,408,108	Chubb Insurance Company of Canada	
Cornerstone	Domestic	2016	\$ -	Federal Insurance Company	
Cornerstone	Domestic	2016	\$ 220,608,093	Federal Insurance Company	
Cornerstone	Domestic	2016	\$ -	Great Northern Insurance Company	
Cornerstone	Domestic	2016	\$ 5,000,954	Pacific Indemnity Company	
Cornerstone	Domestic	2016	\$ 4,419,671	Vigilant Insurance Company	
Cornerstone	Domestic	2017	\$ 11,328,070	Chubb Insurance Company of Canada	
Cornerstone	Domestic	2017	\$ 235,297,734	Federal Insurance Company	

*Fair Isaac Corporation v. Federal Insurance Company and ACE American Insurance Company***SECOND SUPPLEMENTAL SCHEDULE 12.0: Consolidated Gross Written Premium Detail (a)**

<b>Application</b>	<b>Foreign/ Domestic</b>	<b>Year</b>	<b>Gross Written Premium</b>	<b>StoneTurn Writing Company (b)</b>
Cornerstone	Domestic	2017	\$ 670	Great Northern Insurance Company
Cornerstone	Domestic	2017	\$ 9,784,435	Pacific Indemnity Company
Cornerstone	Domestic	2017	\$ 3,230,203	Vigilant Insurance Company
Cornerstone	Domestic	2018	\$ 14,657,186	Chubb Insurance Company of Canada
Cornerstone	Domestic	2018	\$ 116,145,727	Federal Insurance Company
Cornerstone	Domestic	2018	\$ 1,205	Great Northern Insurance Company
Cornerstone	Domestic	2018	\$ 4,497,351	Pacific Indemnity Company
Cornerstone	Domestic	2018	\$ 1,756,697	Vigilant Insurance Company
Cornerstone	Domestic	2019	\$ (6,469)	Federal Insurance Company
Cornerstone	Domestic	2019	\$ -	Great Northern Insurance Company
Cornerstone	Domestic	2019	\$ -	Pacific Indemnity Company
Cornerstone	Domestic	2019	\$ -	Vigilant Insurance Company
Cornerstone	Domestic	2020	\$ -	Federal Insurance Company
Cornerstone	Domestic	2020	\$ -	Pacific Indemnity Company
Cornerstone	Domestic	2020	\$ -	Vigilant Insurance Company
CSI eXPRESS	Domestic	2016	\$ 98,911,117	Chubb Insurance Company of Canada
CSI eXPRESS	Domestic	2016	\$ 2,480,212	Chubb Insurance Company of Canada
CSI eXPRESS	Domestic	2016	\$ 21,543,943	Chubb Insurance Company of New Jersey
CSI eXPRESS	Domestic	2016	\$ 2,212,095	Chubb Insurance Company of New Jersey
CSI eXPRESS	Domestic	2016	\$ 74,655,072	Executive Risk Indemnity Inc.
CSI eXPRESS	Domestic	2016	\$ 492,570	Executive Risk Indemnity Inc.
CSI eXPRESS	Domestic	2016	\$ 31,403,417	Executive Risk Specialty Insurance Company
CSI eXPRESS	Domestic	2016	\$ 1,026,440	Executive Risk Specialty Insurance Company
CSI eXPRESS	Domestic	2016	\$ 1,210,424,579	Federal Insurance Company
CSI eXPRESS	Domestic	2016	\$ 75,579,124	Federal Insurance Company
CSI eXPRESS	Domestic	2016	\$ 150,747	Pacific Indemnity Company
CSI eXPRESS	Domestic	2016	\$ 206,637	Pacific Indemnity Company
CSI eXPRESS	Domestic	2016	\$ 7,425,581	Vigilant Insurance Company
CSI eXPRESS	Domestic	2017	\$ 99,877,332	Chubb Insurance Company of Canada
CSI eXPRESS	Domestic	2017	\$ 4,853,321	Chubb Insurance Company of Canada
CSI eXPRESS	Domestic	2017	\$ 20,940,256	Chubb Insurance Company of New Jersey
CSI eXPRESS	Domestic	2017	\$ 2,916,920	Chubb Insurance Company of New Jersey
CSI eXPRESS	Domestic	2017	\$ 62,459,327	Executive Risk Indemnity Inc.
CSI eXPRESS	Domestic	2017	\$ 441,481	Executive Risk Indemnity Inc.
CSI eXPRESS	Domestic	2017	\$ 28,856,329	Executive Risk Specialty Insurance Company
CSI eXPRESS	Domestic	2017	\$ 1,256,713	Executive Risk Specialty Insurance Company
CSI eXPRESS	Domestic	2017	\$ 1,132,709,568	Federal Insurance Company
CSI eXPRESS	Domestic	2017	\$ 101,305,051	Federal Insurance Company
CSI eXPRESS	Domestic	2017	\$ 331,853	Pacific Indemnity Company

*Fair Isaac Corporation v. Federal Insurance Company and ACE American Insurance Company***SECOND SUPPLEMENTAL SCHEDULE 12.0: Consolidated Gross Written Premium Detail (a)**

Application	Foreign/ Domestic	Year	Gross Written Premium	StoneTurn Writing Company (b)
CSI eXPRESS	Domestic	2017	\$ 262,033	Pacific Indemnity Company
CSI eXPRESS	Domestic	2017	\$ 6,697,327	Vigilant Insurance Company
CSI eXPRESS	Domestic	2017	\$ 3,346	Vigilant Insurance Company
CSI eXPRESS	Domestic	2018	\$ 3,309,818	Chubb Custom Insurance Company
CSI eXPRESS	Domestic	2018	\$ 1,210,985	Chubb Custom Insurance Company
CSI eXPRESS	Domestic	2018	\$ 92,730,755	Chubb Insurance Company of Canada
CSI eXPRESS	Domestic	2018	\$ 4,879,760	Chubb Insurance Company of Canada
CSI eXPRESS	Domestic	2018	\$ 22,833,376	Chubb Insurance Company of New Jersey
CSI eXPRESS	Domestic	2018	\$ 3,180,349	Chubb Insurance Company of New Jersey
CSI eXPRESS	Domestic	2018	\$ 49,158,127	Executive Risk Indemnity Inc.
CSI eXPRESS	Domestic	2018	\$ 10,429	Executive Risk Indemnity Inc.
CSI eXPRESS	Domestic	2018	\$ 11,370,649	Executive Risk Specialty Insurance Company
CSI eXPRESS	Domestic	2018	\$ 1,377,654	Executive Risk Specialty Insurance Company
CSI eXPRESS	Domestic	2018	\$ 1,084,053,467	Federal Insurance Company
CSI eXPRESS	Domestic	2018	\$ 126,368,942	Federal Insurance Company
CSI eXPRESS	Domestic	2018	\$ 384,509	Pacific Indemnity Company
CSI eXPRESS	Domestic	2018	\$ 101,678	Pacific Indemnity Company
CSI eXPRESS	Domestic	2018	\$ 5,071,070	Vigilant Insurance Company
CSI eXPRESS	Domestic	2019	\$ 12,910,102	Chubb Custom Insurance Company
CSI eXPRESS	Domestic	2019	\$ 1,231,538	Chubb Custom Insurance Company
CSI eXPRESS	Domestic	2019	\$ 92,021,878	Chubb Insurance Company of Canada
CSI eXPRESS	Domestic	2019	\$ 3,865,131	Chubb Insurance Company of Canada
CSI eXPRESS	Domestic	2019	\$ 24,847,861	Chubb Insurance Company of New Jersey
CSI eXPRESS	Domestic	2019	\$ 3,382,816	Chubb Insurance Company of New Jersey
CSI eXPRESS	Domestic	2019	\$ 39,894,505	Executive Risk Indemnity Inc.
CSI eXPRESS	Domestic	2019	\$ 1,110,317,333	Federal Insurance Company
CSI eXPRESS	Domestic	2019	\$ 135,056,689	Federal Insurance Company
CSI eXPRESS	Domestic	2019	\$ 359,714	Pacific Indemnity Company
CSI eXPRESS	Domestic	2019	\$ 171,583	Pacific Indemnity Company
CSI eXPRESS	Domestic	2019	\$ 3,071,878	Vigilant Insurance Company
CSI eXPRESS	Domestic	2019	\$ 23,920	Executive Risk Indemnity Inc.
CSI eXPRESS	Domestic	2019	\$ 34,866	Vigilant Insurance Company
CSI eXPRESS	Domestic	2020	\$ 1,270,989	Chubb Custom Insurance Company
CSI eXPRESS	Domestic	2020	\$ 2,595,663	Chubb Insurance Company of New Jersey
CSI eXPRESS	Domestic	2020	\$ 4,529,483	Executive Risk Indemnity Inc.
CSI eXPRESS	Domestic	2020	\$ 114,743,527	Federal Insurance Company
CSI eXPRESS	Domestic	2020	\$ 47,603	Pacific Indemnity Company
CSI eXPRESS	Domestic	2020	\$ 159,503	Vigilant Insurance Company
CSI eXPRESS	Domestic	2020	\$ 5,409,234	Chubb Insurance Company of Canada

*Fair Isaac Corporation v. Federal Insurance Company and ACE American Insurance Company***SECOND SUPPLEMENTAL SCHEDULE 12.0: Consolidated Gross Written Premium Detail (a)**

Application	Foreign/ Domestic	Year	Gross Written Premium	StoneTurn Writing Company (b)
CSI eXPRESS	Domestic	2020	\$ 191,378	Chubb Custom Insurance Company
CSI eXPRESS	Domestic	2020	\$ 653,482	Chubb Insurance Company of New Jersey
CSI eXPRESS	Domestic	2020	\$ 7,625,948	Federal Insurance Company
CSI eXPRESS	Domestic	2020	\$ 41,504	Chubb Insurance Company of Canada
CUW	Domestic	2016	\$ 108,983,074	ACE American Insurance Company
CUW	Domestic	2016	\$ 1,092,991	ACE Fire Underwriters Insurance Company
CUW	Domestic	2016	\$ 106,304,730	ACE Property and Casualty Insurance Company
CUW	Domestic	2016	\$ 78,726,313	Chubb Custom Insurance Company
CUW	Domestic	2016	\$ 15,358	Chubb de Mexico Compania de Seguros, S.A. de C.V.
CUW	Domestic	2016	\$ 238,730,739	Chubb Indemnity Insurance Company
CUW	Domestic	2016	\$ 58,977	Chubb Insurance Australia Limited
CUW	Domestic	2016	\$ 52,541	Chubb Insurance Company Limited
CUW	Domestic	2016	\$ 125,228	Chubb Insurance Company of Canada
CUW	Domestic	2016	\$ 154,603	Chubb European Group, SE
CUW	Domestic	2016	\$ 44,501,973	Chubb Insurance Company of New Jersey
CUW	Domestic	2016	\$ 29,181,294	Chubb National Insurance Company
CUW	Domestic	2016	\$ 27,605	Chubb Seguros Brasil S.A.
CUW	Domestic	2016	\$ 2,534,222	Executive Risk Indemnity Inc.
CUW	Domestic	2016	\$ 1,821,133	Executive Risk Specialty Insurance Company
CUW	Domestic	2016	\$ 2,567,477,880	Federal Insurance Company
CUW	Domestic	2016	\$ 492,561,623	Great Northern Insurance Company
CUW	Domestic	2016	\$ 81,709,115	Illinois Union Insurance Company
CUW	Domestic	2016	\$ 17,014,247	Indemnity Insurance Company of North America
CUW	Domestic	2016	\$ 469,700	Pacific Employers Insurance Company
CUW	Domestic	2016	\$ 198,358,535	Pacific Indemnity Company
CUW	Domestic	2016	\$ 164,280,405	Vigilant Insurance Company
CUW	Domestic	2016	\$ 31,266,954	Westchester Fire Insurance Company
CUW	Domestic	2016	\$ 12,587,416	Westchester Surplus Lines Insurance Company
CUW	Domestic	2017	\$ 354,885,927	ACE American Insurance Company
CUW	Domestic	2017	\$ 1,722,590	ACE Fire Underwriters Insurance Company
CUW	Domestic	2017	\$ 248,919,844	ACE Property and Casualty Insurance Company
CUW	Domestic	2017	\$ 23,609,062	Chubb Custom Insurance Company
CUW	Domestic	2017	\$ 16,435	Chubb de Mexico Compania de Seguros, S.A. de C.V.
CUW	Domestic	2017	\$ 62,376	Chubb European Group, SE
CUW	Domestic	2017	\$ 182,692,863	Chubb Indemnity Insurance Company
CUW	Domestic	2017	\$ -	Chubb Insurance Australia Limited
CUW	Domestic	2017	\$ 6,136	Chubb Insurance Company Limited
CUW	Domestic	2017	\$ 6,754	Chubb Insurance Company of Canada
CUW	Domestic	2017	\$ 20,305,777	Chubb Insurance Company of New Jersey



*Fair Isaac Corporation v. Federal Insurance Company and ACE American Insurance Company***SECOND SUPPLEMENTAL SCHEDULE 12.0: Consolidated Gross Written Premium Detail (a)**

Application	Foreign/ Domestic	Year	Gross Written Premium	StoneTurn Writing Company (b)
CUW	Domestic	2017	\$ 29,482,878	Chubb National Insurance Company
CUW	Domestic	2017	\$ 643	Chubb Seguros Brasil S.A.
CUW	Domestic	2017	\$ 185,443	Executive Risk Indemnity Inc.
CUW	Domestic	2017	\$ 117,904	Executive Risk Specialty Insurance Company
CUW	Domestic	2017	\$ 1,637,912,514	Federal Insurance Company
CUW	Domestic	2017	\$ 361,198,461	Great Northern Insurance Company
CUW	Domestic	2017	\$ 255,341,641	Illinois Union Insurance Company
CUW	Domestic	2017	\$ 21,351,439	Indemnity Insurance Company of North America
CUW	Domestic	2017	\$ 869,381	Pacific Employers Insurance Company
CUW	Domestic	2017	\$ 164,186,063	Pacific Indemnity Company
CUW	Domestic	2017	\$ 106,322,827	Vigilant Insurance Company
CUW	Domestic	2017	\$ 67,191,783	Westchester Fire Insurance Company
CUW	Domestic	2017	\$ 45,285,709	Westchester Surplus Lines Insurance Company
CUW	Domestic	2018	\$ 274,751,661	ACE American Insurance Company
CUW	Domestic	2018	\$ 1,498,240	ACE Fire Underwriters Insurance Company
CUW	Domestic	2018	\$ 191,070,156	ACE Property and Casualty Insurance Company
CUW	Domestic	2018	\$ 22,013,565	Chubb Custom Insurance Company
CUW	Domestic	2018	\$ -	Chubb de Mexico Compania de Seguros, S.A. de C.V.
CUW	Domestic	2018	\$ -	Chubb European Group, SE
CUW	Domestic	2018	\$ 128,841,814	Chubb Indemnity Insurance Company
CUW	Domestic	2018	\$ -	Chubb Insurance Australia Limited
CUW	Domestic	2018	\$ -	Chubb Insurance Company Limited
CUW	Domestic	2018	\$ -	Chubb Insurance Company of Canada
CUW	Domestic	2018	\$ 20,310,216	Chubb Insurance Company of New Jersey
CUW	Domestic	2018	\$ 28,061,704	Chubb National Insurance Company
CUW	Domestic	2018	\$ -	Chubb Seguros Brasil S.A.
CUW	Domestic	2018	\$ 1,661,561	Executive Risk Indemnity Inc.
CUW	Domestic	2018	\$ 2,928	Executive Risk Specialty Insurance Company
CUW	Domestic	2018	\$ 1,404,328,456	Federal Insurance Company
CUW	Domestic	2018	\$ 343,254,047	Great Northern Insurance Company
CUW	Domestic	2018	\$ 240,820,970	Illinois Union Insurance Company
CUW	Domestic	2018	\$ 13,196,308	Indemnity Insurance Company of North America
CUW	Domestic	2018	\$ 51,084	Pacific Employers Insurance Company
CUW	Domestic	2018	\$ 116,800,656	Pacific Indemnity Company
CUW	Domestic	2018	\$ 83,645,205	Vigilant Insurance Company
CUW	Domestic	2018	\$ 36,242,321	Westchester Fire Insurance Company
CUW	Domestic	2018	\$ 49,388,448	Westchester Surplus Lines Insurance Company
CUW	Domestic	2019	\$ 421,279,223	ACE American Insurance Company
CUW	Domestic	2019	\$ 1,963,803	ACE Fire Underwriters Insurance Company



*Fair Isaac Corporation v. Federal Insurance Company and ACE American Insurance Company***SECOND SUPPLEMENTAL SCHEDULE 12.0: Consolidated Gross Written Premium Detail (a)**

Application	Foreign/ Domestic	Year	Gross Written Premium	StoneTurn Writing Company (b)
CUW	Domestic	2019	\$ 337,956,699	ACE Property and Casualty Insurance Company
CUW	Domestic	2019	\$ 1,155,451	Bankers Standard Insurance Company
CUW	Domestic	2019	\$ 26,686,556	Chubb Custom Insurance Company
CUW	Domestic	2019	\$ 116,078,768	Chubb Indemnity Insurance Company
CUW	Domestic	2019	\$ 21,523,091	Chubb Insurance Company of New Jersey
CUW	Domestic	2019	\$ -	Chubb de Mexico Compania de Seguros, S.A. de C.V.
CUW	Domestic	2019	\$ -	Chubb European Group, SE
CUW	Domestic	2019	\$ -	Chubb Insurance Australia Limited
CUW	Domestic	2019	\$ -	Chubb Insurance Company Limited
CUW	Domestic	2019	\$ -	Chubb Insurance Company of Canada
CUW	Domestic	2019	\$ 35,216,014	Chubb National Insurance Company
CUW	Domestic	2019	\$ -	Chubb Seguros Brasil S.A.
CUW	Domestic	2019	\$ 5,404,511	Executive Risk Indemnity Inc.
CUW	Domestic	2019	\$ 2,928	Executive Risk Specialty Insurance Company
CUW	Domestic	2019	\$ 1,541,359,386	Federal Insurance Company
CUW	Domestic	2019	\$ 406,873,922	Great Northern Insurance Company
CUW	Domestic	2019	\$ 421,234,166	Illinois Union Insurance Company
CUW	Domestic	2019	\$ 27,030,784	Indemnity Insurance Company of North America
CUW	Domestic	2019	\$ 101,793,938	Pacific Indemnity Company
CUW	Domestic	2019	\$ 111,400,555	Vigilant Insurance Company
CUW	Domestic	2019	\$ 736,532	Pacific Employers Insurance Company
CUW	Domestic	2019	\$ 107,190,473	Westchester Fire Insurance Company
CUW	Domestic	2019	\$ 93,856,583	Westchester Surplus Lines Insurance Company
Decision Point	Domestic	2016	\$ 182,250	Chubb Insurance Company of New Jersey
Decision Point	Domestic	2016	\$ 5,465	Executive Risk Indemnity Inc.
Decision Point	Domestic	2016	\$ 3,359,894	Federal Insurance Company
Decision Point	Domestic	2017	\$ 319,437	Chubb Insurance Company of New Jersey
Decision Point	Domestic	2017	\$ 34,636	Executive Risk Indemnity Inc.
Decision Point	Domestic	2017	\$ 3,965,783	Federal Insurance Company
Decision Point	Domestic	2018	\$ 236,749	Chubb Insurance Company of New Jersey
Decision Point	Domestic	2018	\$ 34,899	Executive Risk Indemnity Inc.
Decision Point	Domestic	2018	\$ 4,542,690	Federal Insurance Company
Decision Point	Domestic	2019	\$ 357,809	Chubb Insurance Company of New Jersey
Decision Point	Domestic	2019	\$ 23,067	Executive Risk Indemnity Inc.
Decision Point	Domestic	2019	\$ 5,489,185	Federal Insurance Company
Decision Point	Domestic	2020	\$ 61,931	Chubb Insurance Company of New Jersey
Decision Point	Domestic	2020	\$ 4,555	Executive Risk Indemnity Inc.
Decision Point	Domestic	2020	\$ 1,564,557	Federal Insurance Company
Evolution (Australia)	Foreign	2017	\$ 745,194	Chubb Insurance Company of Australia Ltd.

*Fair Isaac Corporation v. Federal Insurance Company and ACE American Insurance Company***SECOND SUPPLEMENTAL SCHEDULE 12.0: Consolidated Gross Written Premium Detail (a)**

Application	Foreign/ Domestic	Year	Gross Written Premium	StoneTurn Writing Company (b)	
Evolution (Australia)	Foreign	2018	\$ 46,013,916	Chubb Insurance Company of Australia Ltd.	
Evolution (Australia)	Foreign	2019	\$ 63,731,033	Chubb Insurance Company of Australia Ltd.	
Evolution (Canada)	Foreign	2015	\$ 158,330,677	Chubb Insurance Company of Canada	
Evolution (Canada)	Foreign	2016	\$ 306,522,654	Chubb Insurance Company of Canada	
Evolution (Canada)	Foreign	2017	\$ 319,812,199	Chubb Insurance Company of Canada	
Evolution (Canada)	Foreign	2018	\$ 337,972,007	Chubb Insurance Company of Canada	
Evolution (Canada)	Foreign	2019	\$ 278,538,528	Chubb Insurance Company of Canada	
EZER (Europe)	Foreign	2012	\$ 202,142,348	Chubb Insurance Company of Europe SE	(c)
EZER (Europe)	Foreign	2013	\$ 200,554,401	Chubb Insurance Company of Europe SE	(c)
EZER (Europe)	Foreign	2014	\$ 196,353,338	Chubb Insurance Company of Europe SE	(c)
EZER (Europe)	Foreign	2015	\$ 179,188,308	Chubb Insurance Company of Europe SE	(c)
EZER (Europe)	Foreign	2016	\$ 156,849,666	Chubb Insurance Company of Europe SE	(c)
EZER (Europe)	Foreign	2017	\$ 109,376,325	Chubb European Group, SE	
EZER (Europe)	Foreign	2018	\$ 4,438,273	Chubb European Group, SE	
EZER (Europe)	Foreign	2019	\$ 207,603	Chubb European Group, SE	
EZER (Europe)	Foreign	2020	\$ -	Chubb European Group, SE	
EZER (UK)	Foreign	2012	\$ -	Federal Insurance Company	(d)
EZER (UK)	Foreign	2013	\$ -	Federal Insurance Company	(d)
EZER (UK)	Foreign	2014	\$ 7,833	Federal Insurance Company	(d)
EZER (UK)	Foreign	2015	\$ 3,515	Federal Insurance Company	(d)
EZER (UK)	Foreign	2016	\$ 4,130	Federal Insurance Company	(d)
EZER (UK)	Foreign	2017	\$ -	Federal Insurance Company	(d)
EZER (UK)	Foreign	2018	\$ -	Federal Insurance Company	(d)
EZER (UK)	Foreign	2019	\$ -	Federal Insurance Company	(d)
EZER (UK)	Foreign	2020	\$ -	Federal Insurance Company	(d)
IRMA	Domestic	2016	\$ 7,252	Albany Insurance Company	
IRMA	Domestic	2016	\$ 615,040	Chubb Custom Insurance Company	
IRMA	Domestic	2016	\$ 19,420	Chubb de Mexico Compania Afianzadora, S.A. de C.V.	(e)
IRMA	Domestic	2016	\$ 5,451	Chubb de Mexico Compania de Seguros, S.A. de C.V.	
IRMA	Domestic	2016	\$ 33,637	Chubb Insurance Australia Limited	
IRMA	Domestic	2016	\$ 3,758	Chubb Insurance Company Limited	
IRMA	Domestic	2016	\$ 10,045,179	Chubb Insurance Company of Canada	
IRMA	Domestic	2016	\$ 1,108,829	Chubb Insurance Company of New Jersey	
IRMA	Domestic	2016	\$ 68,744,411	Federal Insurance Company	
IRMA	Domestic	2016	\$ 17,031,473	Great Northern Insurance Company	
IRMA	Domestic	2016	\$ 3,894,125	Pacific Indemnity Company	
IRMA	Domestic	2016	\$ 750	Self-Insured Retention	
IRMA	Domestic	2016	\$ 3,757,327	Vigilant Insurance Company	
IRMA	Domestic	2017	\$ 13,803	Chubb Custom Insurance Company	

*Fair Isaac Corporation v. Federal Insurance Company and ACE American Insurance Company***SECOND SUPPLEMENTAL SCHEDULE 12.0: Consolidated Gross Written Premium Detail (a)**

Application	Foreign/ Domestic	Year	Gross Written Premium	StoneTurn Writing Company (b)	
IRMA	Domestic	2017	\$ 7,175	Chubb de Mexico Compania Afianzadora, S.A. de C.V.	(e)
IRMA	Domestic	2017	\$ 4,582	Chubb de Mexico Compania de Seguros, S.A. de C.V.	
IRMA	Domestic	2017	\$ 32,575	Chubb European Group, SE	
IRMA	Domestic	2017	\$ 10,500	Chubb Insurance Australia Limited	
IRMA	Domestic	2017	\$ 15,068	Chubb Insurance Company Limited	
IRMA	Domestic	2017	\$ 10,196,153	Chubb Insurance Company of Canada	
IRMA	Domestic	2017	\$ 889,740	Chubb Insurance Company of New Jersey	
IRMA	Domestic	2017	\$ 66,294,343	Federal Insurance Company	
IRMA	Domestic	2017	\$ 16,015,552	Great Northern Insurance Company	
IRMA	Domestic	2017	\$ 2,860,463	Pacific Indemnity Company	
IRMA	Domestic	2017	\$ 3,348,817	Vigilant Insurance Company	
IRMA	Domestic	2018	\$ 4,782	Chubb Custom Insurance Company	
IRMA	Domestic	2018	\$ 11,668,247	Chubb Insurance Company of Canada	
IRMA	Domestic	2018	\$ 966,870	Chubb Insurance Company of New Jersey	
IRMA	Domestic	2018	\$ 59,180,524	Federal Insurance Company	
IRMA	Domestic	2018	\$ 15,149,788	Great Northern Insurance Company	
IRMA	Domestic	2018	\$ 2,586,050	Pacific Indemnity Company	
IRMA	Domestic	2018	\$ 3,085,724	Vigilant Insurance Company	
IRMA	Domestic	2019	\$ 4,104,241	Chubb Insurance Company of Canada	
IRMA	Domestic	2019	\$ 728,557	Chubb Insurance Company of New Jersey	
IRMA	Domestic	2019	\$ 45,985,295	Federal Insurance Company	
IRMA	Domestic	2019	\$ 10,741,053	Great Northern Insurance Company	
IRMA	Domestic	2019	\$ 1,895,170	Pacific Indemnity Company	
IRMA	Domestic	2019	\$ 1,572,791	Vigilant Insurance Company	
Premium Booking	Domestic	2016	\$ 503,432,073	Federal Insurance Company	(f)
Premium Booking	Domestic	2017	\$ 442,839,932	Federal Insurance Company	(f)
Premium Booking	Domestic	2018	\$ 500,850,829	Federal Insurance Company	(f)
Premium Booking	Domestic	2019	\$ 426,769,797	Federal Insurance Company	(f)
TAPS	Domestic	2016	\$ 73,264,109	Chubb Indemnity Insurance Company	
TAPS	Domestic	2016	\$ 561,041	Chubb National Insurance Company	
TAPS	Domestic	2016	\$ 143,625,269	Federal Insurance Company	
TAPS	Domestic	2016	\$ 8,309,789	Great Northern Insurance Company	
TAPS	Domestic	2016	\$ 42,217,710	Pacific Indemnity Company	
TAPS	Domestic	2016	\$ 17,102,989	Vigilant Insurance Company	
TAPS	Domestic	2017	\$ 45,571,577	Chubb Indemnity Insurance Company	
TAPS	Domestic	2017	\$ 1,864,828	Chubb National Insurance Company	
TAPS	Domestic	2017	\$ 144,179,732	Federal Insurance Company	
TAPS	Domestic	2017	\$ 5,976,054	Great Northern Insurance Company	
TAPS	Domestic	2017	\$ 45,768,063	Pacific Indemnity Company	

*Fair Isaac Corporation v. Federal Insurance Company and ACE American Insurance Company***SECOND SUPPLEMENTAL SCHEDULE 12.0: Consolidated Gross Written Premium Detail (a)**

Application	Foreign/ Domestic	Year	Gross Written Premium	StoneTurn Writing Company (b)
TAPS	Domestic	2017	\$ 8,858,947	Vigilant Insurance Company
TAPS	Domestic	2018	\$ 39,388,714	Chubb Indemnity Insurance Company
TAPS	Domestic	2018	\$ 5,073,844	Chubb National Insurance Company
TAPS	Domestic	2018	\$ 123,103,492	Federal Insurance Company
TAPS	Domestic	2018	\$ 5,192,985	Great Northern Insurance Company
TAPS	Domestic	2018	\$ 37,960,159	Pacific Indemnity Company
TAPS	Domestic	2018	\$ 5,771,749	Vigilant Insurance Company
TAPS	Domestic	2019	\$ 36,199,611	Chubb Indemnity Insurance Company
TAPS	Domestic	2019	\$ 2,431,048	Chubb National Insurance Company
TAPS	Domestic	2019	\$ 17,004	Executive Risk Indemnity Inc.
TAPS	Domestic	2019	\$ 86,991,815	Federal Insurance Company
TAPS	Domestic	2019	\$ 2,819,686	Great Northern Insurance Company
TAPS	Domestic	2019	\$ 26,821,891	Pacific Indemnity Company
TAPS	Domestic	2019	\$ 4,911,863	Vigilant Insurance Company

Note/Source(s):

- (a) Gross Written Premium were excluded for years prior to 2016 for domestic applications. Additionally, Gross Written Premium were excluded for years prior to 2010 for foreign applications. (Federal Insurance Company's Fifth Supplemental Answer to Plaintiff's Interrogatory No. 16 and Sixth Supplemental Answer to Plaintiff's Interrogatory No. 17, dated March 21, 2019 at 3-19; Defendants' Ninth Supplemental Answer to Plaintiff's Interrogatory No. 17, dated September 24, 2020; Defendants' Seventh Supplemental Answer to Plaintiff's Interrogatory No. 18, dated June 18, 2020; Defendants' Seventh Supplemental Answer to Plaintiff's Interrogatory No. 19, dated September 24, 2020; Defendants' Seventh Supplemental Answer to Plaintiff's Interrogatory No. 20, dated July 17, 2020.)
- (b) The Writing Company entities were reported inconsistently between the interrogatory responses, and accordingly, the entities have been standardized for purposes of this schedule.
- (c) I understand the writing companies for years 2012-2016 was Chubb Insurance Company of Europe SE. (Harkin Deposition at 177-178.)
- (d) I understand U.K. Federal Writing Company is the U.K. branch of Federal. (Harkin Deposition at 153-155.)
- (e) Defendants did not provide enough information to identify the writing company. The Writing Company is assumed to be Chubb de Mexico Compania Afianzadora, S.A. de C.V.
- (f) Defendants did not identify a unique writing company for the gross written premium reported by the Premium Booking application. I understand that Premium Booking application was used by most of the writing companies that are subsidiaries of Federal. (Miroluz 1/11/2019 Deposition at 63-64, 80-81.)
- (g) *See*, generally, Supplemental Expert Report of R. Bickley (Bick) Whitener, dated May 8, 2020 at 4-7; Federal Insurance Company's Fourth Supplemental Answer to Plaintiff's Interrogatory No. 18, dated January 21, 2019 at 2-4; Federal Insurance Company's Third Supplemental Answer to Plaintiff's Interrogatory No. 18, dated December 14, 2018 at 4. These interrogatory responses do not identify the writing company for ADAPT (U.K.) gross written premium reported for Q1 2012 through Q3 2018. Additionally, all subsequent interrogatory responses to No. 18 have omitted the gross written premium for ADAPT (U.K.). Accordingly, I have assumed that the writing company for ADAPT (U.K.) gross written premium is U.K. Federal, which is the U.K. branch of Federal. Further, I understand that Defendants' Seventh Supplemental Answer to Plaintiff's Interrogatory No. 20, dated July 17, 2020, acknowledges that the gross written premium reported for ADAPT (Europe) includes ADAPT (U.K.). However, this reported gross written premium for ADAPT (Europe) is the same as the reported gross written premium for ADAPT (Europe) alone in Defendants' Fourth, Fifth and Sixth Supplemental Answers to Plaintiff's Interrogatory No. 20, dated February 28, 2019, March 21, 2019 and June 18, 2020, respectively.